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VOL. XXXVII., No. 34.

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LONDON, JUNE 24, 1893.

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### CURRENT TOPICS.

MR. JUSTICE KEKEWICH has so far disposed of his adjourned summonses that he will, on Tuesday the 27th inst., recommence the hearing of witness actions.

ON WEDNESDAY last all the courts rose at 3 o'clock, in order that the judges might attend a council of judges convened for that hour.

IT SHOULD be noted that while Mr. Justice NORTH will be hearing witness actions in his own list during the fortnight beginning on Tuesday, the 27th inst., the unopposed motions in cases assigned to that learned judge will be heard by Mr. Justice CHITTY on the Thursday in each week, and the unopposed petitions on the Saturday in each week.

IT IS ANNOUNCED that the hearing of Chancery Final Appeals will be continued in Court of Appeal No. 2 from day to day, with the exception that Chancery Interlocutory Appeals will be in the paper on Wednesdays. This division of the court has at present sufficient cases to last for about a fortnight. The list of cases before Court of Appeal No. 1 rather increases than diminishes, the new cases set down exceeding in number those disposed of.

IT MAY NOT, perhaps, be generally known that the judges of both divisions of the Court of Appeal have, for some weeks, made a practice of taking a whole holiday on Saturday. There probably never was a time when the occupants of high judicial posts abandoned with so little scruple their duties on the bench. It is now apparently sufficient to justify absence that an address has to be delivered to a mechanics' institute in the country.

IT IS NOW the fashion, in announcing the appointment of county court judges, to give a résumé of their qualifications. With regard to the latest appointment, to the Mid Wales Circuit, one of the distinguishing merits of the new judge is stated in the Times as follows:—"Soon after being called to the bar he joined the Cymmrodorion Society, and has ever since been an active member of that body. He has been a frequent contributor to Y Cymroedr and 'Archeologia Cambrensis.'" This would appear to indicate one essential for a Welsh county court judge. Join the Cymmrodorion Society and contribute

frequently to *Y Cymrodr*. Thereby it will be manifested that you possess the inestimable qualification of knowing the Welsh language. Strangely enough, however, it appears from the *Cambrian News* that no great importance is attached to this qualification in the district of the new judge. It is stated that at the sitting on Saturday of the Aberystwith County Court two solicitors addressed Judge BERESFORD, who is to be removed to an English circuit, to make room for the Welsh-speaking judge, asking him to "make strong representations to the Lord Chancellor to prevent the change from being made"; and they were supported by a representative of the public.

WE PRINT elsewhere a set of new rules in lunacy which are to be known as the Rules in Lunacy, 1893, and are to come into operation on the 1st of July. The first deals with lunatics not so found by inquisition, with regard to the management and administration of whose property application is made under section 116 of the Lunacy Act, 1890. In future the masters are empowered, if they consider it desirable for the care of the person, or for the management of the estate, or otherwise in the interest of the alleged lunatic, to direct such person as they think fit to present a petition for an order for inquisition, and, in default, they may direct the petition to be presented by the official solicitor. Rule 2 replaces rule 14 of the rules of 1892, and increases the power of the masters with respect to the conduct of proceedings before them. Lord Justice KAY being now one of the judges in lunacy, it has apparently been discovered that proceedings under that jurisdiction require the aid of a masters' "solicitor-baiting" rule. It is accordingly provided that where it appears to the masters that there is undue delay, or, if they are dissatisfied with the conduct of any proceedings or with the mode in which any order made or direction given by them is being carried out, they may summon the person answerable before them and may make such order as the circumstances require. In addition they may appoint the official solicitor to act as solicitor in the matter in the place of the solicitors previously acting. Under rule 3 the official solicitor's costs are to be paid by such parties or out of such funds as the masters direct. Clearly this is a most unduly extensive power to put into the hands of the masters, and one that may be so exercised as to cause great hardship. It assumes improper and negligent conduct on the part of solicitors, of which there is no evidence, and is a new development of a policy against which we have frequently protested. Rule 4 imposes upon every person appointed to act in the management or administration of an estate an obligation to give an undertaking to duly apply all moneys he receives and to give security, and rule 5 authorizes the chancery visitors on the request of the masters to visit and report as to persons with reference to whom or to whose estate an application is pending. The remainder of the rules make various minor changes.

THE CASE of *Sutherland v. Sutherland* is doubtless an extreme one, but the decision of ROMER, J., will not diminish the present tendency to rely as little as possible upon the powers of the Settled Land Acts. Purchasers and lessees "dealing in good faith with a tenant for life" are of course protected under section 54 of the Act of 1882, but good faith is a somewhat indefinite requirement, and, if the purchaser or lessee should not be able to establish it, he has a very heavy burden of proof cast upon him. In addition to shewing the adequacy of the purchase-money or rent, he must apparently be able to prove that the tenant for life has, under section 53, acted properly as a trustee for all the parties entitled under the settlement, and, according to the prevailing opinion, this lets in questions of the wishes and sentimental feelings of the remaindermen. Where the tenant for life and the intending purchaser or lessee are dealing with each other quite as strangers, and the transaction is purely a commercial one, the danger of the good faith of the purchaser or lessee being successfully impeached is perhaps not very great; but where the parties are on terms of intimacy with each other, so that it may be suspected that the motive of the tenant for life is to grant a favour, the case is different. Properly speaking, as ROMER, J., admitted, the motive of the tenant for

life is not material provided he is acting within his statutory powers; but if in fact he is animated, not by a desire to do what is best for the estate, but by motives of friendship or affection, and the friend or relation he wishes to benefit is aware of this, the good faith of the latter is affected. This consideration was decisive of the present case. The motive of the late Duke of SUTHERLAND appears to have been to benefit his wife without regard to the interests of the persons entitled under the settlement, and as she knew this she could not shelter herself under her "good faith." It was incumbent upon her, therefore, to prove the adequacy of the rent, and that the persons entitled under the settlement were not in fact prejudiced, and in both points she failed. The further ground upon which ROMER, J., based his judgment, that a tenant for life cannot, save under section 10 of the Act of 1890, grant an easement over the park and lands usually occupied with the principal mansion-house, seems more open to doubt. Section 6 of the Act of 1882 expressly confers on the tenant for life power to lease "the settled land, or any part thereof, or any easement, right, or privilege of any kind over or in relation to the same." Section 10 of the Act of 1890 excepts the principal mansion-house and the pleasure grounds and park and lands usually occupied therewith, and requires that these shall not be leased without the consent of the trustees or an order of the court. But if this exception is construed strictly, as it ought to be, it does not prohibit the letting of easements over the excepted property, nor does this seem to be necessary. Such an easement might be required for the advantageous letting of adjoining property, while, if, as in the present case, it was clearly hurtful to the principal mansion-house, the lessee must be aware of this, and he would not take it in good faith.

THE DECISION of VAUGHAN WILLIAMS, J., in *Re Portsea Island Building Society* deals with the difficult question of the law to be applied in the winding up of building societies. The difficulty is solely due to an omission in the Building Societies Act, 1874. That Act provides, by section 32, that societies registered under it may be wound up by the court—that is, by the county court (section 4)—and that general orders for regulating the proceedings of the court may be from time to time made; but it does not expressly incorporate the winding-up provisions of the Companies Acts. In pursuance, however, of the power to regulate procedure, rules were made applying to county courts the winding-up rules in force in the Chancery Division, and as these could not be worked save on the assumption that the Companies Acts applied also, it was supposed that those Acts were at the same time indirectly brought in, a supposition to which some countenance was lent by the decision in *Jones v. Swansea Cambrian Benefit Building Society* (29 W. R. 382). More recently the County Court Rules of 1892 (rule 146, numbered as ord. 41, r. 9, of those of 1889) have purported to produce the same result directly by providing that the provisions of the Companies Acts, 1862 to 1890, and the rules made thereunder, so far as they relate to winding up, shall apply to the winding up of building societies. But this easy way out of the difficulty is open to objection. The Companies Acts deal with much more than mere procedure, and it does not appear that the rule-making authority for county courts has any power thus to introduce them. Hence VAUGHAN WILLIAMS, J., has declined to rely upon the rule of 1892, and has sought some surer ground for bringing in the provisions of the Acts. This he finds in the consideration adverted to by LINDLEY, J., in the case above mentioned, that building societies could already be placed under the Companies Acts by the clauses in those Acts relating to industrial companies, and that hence the true effect of section 32 of the Building Societies Act, 1874, was simply to substitute the county court for the Chancery Division. He thus regarded the Act of 1874 as implicitly incorporating the Companies Acts of 1862 and 1867, and VAUGHAN WILLIAMS, J., following on the same lines, regards it as applying to building societies all the winding-up provisions for the time being in force in the Chancery Division. Hence he has held that he has jurisdiction to hear a special case in the winding up of a building society stated under section 3 (3) of the Companies (Winding-up) Act, 1890.



SEEING THAT a contract registered under section 25 of the Companies Act, 1867, cannot absolve a shareholder who has paid part only of the nominal value of his shares from liability to pay the remainder—in other words, that shares cannot be issued at a discount (*Oregon Gold Mining Co. of India v. Roper*, 1892, A. C. 125), it seems to follow *a fortiori* that shares cannot be issued free from payment altogether, and so the Court of Appeal have determined in *Re The Eddystone Marine Insurance Co. (Limited)* (*ante*, p. 559). Originally the company was a private company, the shares being held by a small number of persons, but, desiring to increase its capital, it invited subscriptions for additional shares from the public. Previously to doing this it resolved to allot certain of the additional shares as fully paid up amongst the directors and existing shareholders, and an agreement was entered into between the company and the allottees reciting that the company was indebted to the allottees for services rendered and expenses incurred by them in the formation of the company and in establishing its business. This agreement was filed with the registrar, and the allottees relied upon it as relieving them from liability in respect of the shares. Had there been any services rendered for which the company was liable to pay, the agreement might have served its purpose. "Not only," said Lord HERSCHELL, in *Oregon Gold Mining Co. v. Roper*, "may a share be allotted as fully paid up in respect of property, goods, or services received by the company, but the courts will not inquire into the adequacy of the consideration, and certainly have not required it to be proved that the consideration given was equivalent in cash value to the nominal amount of the share." But it is essential to the application of this doctrine that there should be some consideration given, and it appeared in the present case that there never was in fact anything in the nature of payment for the shares. This being so, the filing of the contract was no protection. Section 25, it was held in the case just referred to, does not interfere with the principle that shares are taken subject to the liability to pay for them; it simply enforces the necessity for payment in cash, unless by the registered contract some other form of payment has been agreed upon. But in every case there must be payment, and, as the Court of Appeal held, it is impossible under the Companies Acts for a company to make a present of fully paid-up shares to its shareholders.

THE CASE of *Re R. A. Stuart* (*ante*, p. 527) is an instance of the hardship which may arise from an imperfectly drafted statute. A solicitor was instructed by a client to represent her upon the taxation of the costs of certain proceedings in lunacy. At his client's request, and before the bill of costs had been delivered, he entered into a written agreement with her, by the terms of which his remuneration was fixed at a moderate percentage upon the amount which should be taxed off. When the bill was delivered it was found to include large items in respect of refresher fees at fifty guineas a day to the eminent leading counsel who had been engaged in the case. These refresher fees were reduced upon taxation to ten guineas a day, the highest amount which can be allowed for refresher fees under R. S. C., ord. 65, r. 27 (48); and this reduction would no doubt have been made if the services of the solicitor had not been employed. The master, to whom the solicitor applied under section 4 of the Solicitors Act, 1870, to allow the agreement, held that it was fair and reasonable, but the judge in chambers, upon an application made to him under sections 8 and 9 of the same Act, declared the agreement void, and this view was upheld by the Divisional Court. The sole ground upon which the court came to this conclusion was that the solicitor ought to have borne in mind, when the agreement was forced upon him by his client, that (having regard to the eminence of the counsel engaged in the case) excessive refresher fees would be charged, and that these must necessarily be taxed down to the prescribed limit, whereby his percentage would be largely increased. Apart from this, the learned judges were evidently of opinion that the agreement was unexceptionable, and, the solicitor waiving his right to the percentage on the amount taxed off the refresher fees, they would have been willing, if they had the power, to allow the agreement to stand as to the amount taxed off the remainder of the bill. But the language of the Act

prevented them from arriving at this just result. Had the court been dealing with a case referred to them by the master under section 4 of the Act, they would have had power to "reduce the amount payable under the agreement, or to order the agreement to be cancelled." Under sections 8 and 9—the sections under which the client may bring the agreement before the court—the only power of the court, if the terms of the agreement shall not be deemed fair and reasonable, is to declare it void altogether, and to order it to be given up to be cancelled. It is difficult to see any reason for this distinction in the powers exercisable by the court upon applications made under section 4 and applications made under sections 8 and 9, and the omission in the later sections of a power to vary seems to prevent the court from doing justice in a case like *Re R. A. Stuart*, where absolutely no *mala fides* on the part of the solicitor existed, and a variation was all that was required to make the agreement fair and reasonable to both parties.

THE CASE of *Pattle v. Anstruther* (*ante*, p. 543) appears to involve a very clear application of the doctrine established by *Rossiter v. Miller* (26 W. R. 865, 3 App. Cas. 1124). The point relates to the sufficiency of the description of the parties to a contract where a memorandum of the contract in writing is required under the Statute of Frauds. In *Rossiter v. Miller* Lord CAIRNS, C., pointed out that it was a frequent practice for contracts for the sale of land to be made on behalf of persons who were only described generally as owners or mortgagees, and he held that this was justifiable on the ground that "*id certum est quod certum reddi potest*." So in *Pattle v. Duffield* (22 W. R. 585, L. R. 18 Eq. 4) JESSEL, M.R., had said that the statute would be satisfied if the parties were sufficiently described, so that their identity could not be fairly disputed. "It requires," he said, "the parties to be described in such a manner as that there can be no fair or reasonable dispute as to the person who is selling or buying." Hence it has been considered that when a person is described as "owner," "proprietor," or "mortgagee," this so connects him with the property that his identity may be taken to be sufficiently pointed out. When, however, he is described by the agent making the contract simply as "vendor" or as his "client" or "friend," this is insufficient. To ascertain who is referred to by such expressions it will be necessary to have recourse to parol evidence, and this, as JESSEL, M.R., remarked in *Pattle v. Duffield*, is exactly what the Act says shall not be decided by parol evidence. It is true, indeed, that parol evidence may be required to establish the identity even when the vendor is described as owner. Who is the owner will usually appear from the deeds, but not where a title is merely possessory. At any rate, however, the inquiry no longer takes the general form, Who is the vendor? but the specific form, Who is the owner of the property? The former is a question for the answer to which the contract itself must furnish the materials; the latter is one the answer to which will be found in the circumstances of the property. In the present case of *Pattle v. Anstruther* the contract was a contract to execute a mortgage, and the memorandum in writing referred to the mortgagee simply as the proposed "lender." It is clear that such a description furnishes to the other party no information by which the mortgagee could be identified. Consequently the memorandum was insufficient.

The following are the arrangements made by the judges, Lawrance and Kennedy, JJ., for the Summer Assizes on the Northern Circuit:—The commissions will be opened at Appleby on Thursday, June 29; at Carlisle, on Saturday, July 1; at Lancaster, on Friday, July 7; at Manchester, on Tuesday, July 11; and at Liverpool, on Tuesday, July 25. Civil business will commence at Appleby, on Friday, June 30, as soon as the criminal business (if any) is disposed of; at Carlisle, on Tuesday, July 4, at 10 30; at Lancaster, on Saturday, July 8, at 11; at Manchester, on Wednesday, July 12, at 11; and at Liverpool, on Wednesday, July 26, at 11, unless otherwise ordered. The trial of special jury causes will commence at Manchester, on Friday, July 14, and at Liverpool, on Friday, July 28, at the sitting of the court, unless otherwise ordered. On the first day at Manchester and Liverpool the court will not go beyond the eighth common jury case. Where a cause in the list has been settled immediate notice thereof must be given to the Associate by the party who entered it.

## THE LIABILITY OF VALUERS AND SURVEYORS.

It has been for some time recognized that the decision of CHITTY, J., in *Cann v. Wilson* (37 W. R. 23, 39 Ch. D. 39) is inconsistent with *Peek v. Derry* (38 W. R. 33, 14 App. Cas. 337), and in *Scholes v. Brook* (35 SOLICITORS' JOURNAL, 208, 63 L. T. 837) ROMER, J., said that it could no longer be considered as an authority. This view has now been adopted by the Court of Appeal in *Le Lievre and Dennes v. Gould* (41 W. R. 468), and *Cann v. Wilson* has been definitely overruled.

The question at issue relates to the liability of valuers and others who give certificates upon the faith of which money is advanced. Ordinarily, of course, the person advancing the money employs his own valuer, and then for any negligence in making the certificate he has a remedy arising out of the contractual relation between the parties. This, as the law is now settled, is the only safe course. But it has been contended, and in *Cann v. Wilson* it was decided, that, where there is no contractual relation between the person advancing the money and the person giving the certificate on the faith of which it is advanced, yet by the issue of the certificate the parties are brought into such a relation with each other that an action for negligence will lie.

But for *Peek v. Derry* it would be natural to regard the case as one of fraudulent misrepresentation, and this was one of the grounds of the judgment in *Cann v. Wilson*, which was decided after *Peek v. Derry* had been to the Court of Appeal, and before it had been to the House of Lords. Hence CHITTY, J., had before him as an authoritative exposition of the law the dictum of COTTON, L.J., that "where a man makes an untrue statement, with an intention that it shall be acted upon, without any reasonable ground for believing that statement to be true, he makes a default in a duty which was thrown upon him from the position he has taken upon himself, and he violates the right which those to whom he makes the statement have to have only true statements made to them." Since, then, the learned judge found as a fact that the valuer of an intending mortgagor had made an untrue statement as to the value of the property, without having any reasonable ground for making it, he held that the valuer was liable to the mortgagee for the loss which the latter had suffered. This, however, is no longer possible since the decision of the House of Lords that actual fraud is necessary to create liability under such circumstances, and so far as *Cann v. Wilson* was founded upon the decision of the Court of Appeal in *Derry v. Peek* it has for some time been clearly overruled.

But *Cann v. Wilson* was also supposed to be within the principle upon which the defendant was held liable in *Heaven v. Pender* (11 Q. B. D. 503), and upon this decision chiefly CHITTY, J., professed to base his judgment. *Heaven v. Pender* is a case of great importance in the law of negligence, and is interesting for the general principle of liability enunciated by LORD ESHER, M.R., as opposed to the narrower rule which alone COTTON and BOWEN, L.J.J., sanctioned, and which was sufficient for the determination of the case, but it does not seem to apply to a case of negligent misstatement. The defendant was the owner of a dock for the repair of ships, and he provided for use in the dock the stages necessary for painting the outside of the ship while in the dock. The plaintiff was a workman in the employ of a ship painter who had entered into a contract with a shipowner to paint the outside of a ship then lying in the dock. The plaintiff, for the purpose of the work, used the stage provided by the dock owner, but, the ropes by which it had been slung being unfit for use, the stage fell and he was injured. It appeared that the condition of the ropes might have been ascertained by the dock owner's servants had reasonably careful attention been given to them. In the judgment of COTTON, L.J., in which BOWEN, L.J., concurred, it was said that when ships were received into the dock for repair, and were provided with stages for the execution of work upon them, all those who came to do the work were there for business in which the dock owner was interested, and were, therefore, to be considered as "invited by the dock owner to use the dock and all appliances provided by the dock owner as incident to the use of the dock." Hence the dock owner was under an obligation to take reasonable care that such appliances, when intended for

immediate use, were in a fit state to be used; in such a state, that is, as not to expose those who might use them for the repair of a ship to any danger or risk not necessarily incident to the service in which they were employed. The judgment, therefore, was based on the principle that anyone who invites others to come upon his premises for the purpose of his business, and to use the appliances provided for the business, is bound to use reasonable care to secure persons accepting the invitation from injury.

So far there does not appear to be any ground whatever for applying *Heaven v. Pender* to a state of circumstances so very different as those which were under consideration in *Cann v. Wilson*. But LORD ESHER laid down the broader proposition that "whenever one person is by circumstances placed in such a position with regard to another that everyone of ordinary sense who did think would at once recognize that if he did not use ordinary care and skill in his own conduct with regard to those circumstances he would cause danger of injury to the person or property of the other, a duty arises to use ordinary care and skill to avoid such danger." This of course is very general. It does not attempt to define or limit in any way the relation between the parties. It is enough that one is placed in such a position that he can see that if he does not use ordinary care and skill he may cause injury to the person or property of the other. But, wide as it is, it must receive a very liberal construction to make it applicable to the case of loss of money through reliance upon an incorrect certificate. In a sense such loss is an injury to the "property" of the person advancing money. The money thus advanced together with all other his goods and effects constitute his personal property. But it is not with property in this sense that LORD ESHER's dictum in *Heaven v. Pender* was concerned. The property must be such that a physical injury can be done to it, and it is only for such physical injury that damages can be given on the authority of that case. This obvious construction is the one which LORD ESHER has now attributed to it in *Le Lievre and Dennes v. Gould* (*supra*). There is, he says, a "legal relationship between two persons if of so contiguous a character that if one behaves carelessly he may do the other or his property a physical injury, and there is thus a duty to take reasonable care not to infringe upon him or his property so as to cause an injury." Upon similar lines BOWEN, L.J., adopting the law laid down by ROMER, J., in *Scholes v. Brook* (*supra*), confines the liability for injury, apart from contract, to cases of invitation and the negligent use of dangerous chattels. "It is as plain as daylight that the owner of a chattel—say a horse or gun, a chattel of such a character that if it be used carelessly it will injure someone—is bound to be careful. Exactly the same duty exists on the part of the owner of premises, if he knows them to be dangerous and people come there by his permission, and the reason that the duty is imposed upon him is that he has the conduct of things which he knows that people are going and have the right to use." But a certificate as to the value of land or other property, however much damage may result from its inaccuracy, is not a dangerous chattel, and it can do no physical injury to the property of any person. The damage it does cause, therefore, is quite outside the principle of *Heaven v. Pender* (*supra*).

In such cases as *Cann v. Wilson*, *Scholes v. Brook*, and *Le Lievre and Dennes v. Gould* the plaintiff does not complain, indeed, of any injury to his property; he complains that he has been influenced to his loss by a false certificate. But the right which he thus sets up, and for the violation of which he sues, is quite different to the right recognized in *Heaven v. Pender*. A person has a right to security for himself and his physical property, and may recover for injury caused by the direct interference or by the negligence of others; and as to negligence this appears to result in such cases as *Heaven v. Pender* from the necessity imposed upon a man of coming in contact with his fellow men and of working in co-operation with them. It is impossible for every one who uses a tool or appliance, as in *Heaven v. Pender*, or a manufactured article, as in *George v. Skivington* (L. R. 5 Ex. 1), to test their safety, and he must rely upon the care of those by whom such things are prepared and offered for his use. Accordingly it has been suggested as the correct test of the liability of the defendant in such cases that the plaintiff was justified in relying upon the due discharge by the defendant of his duty without further inquiry (*Boven on Negligence*, p.



54). But there is no such urgent need to absolve persons from the duty of inquiring for themselves into the correctness of matters which influence their conduct. They are entitled to be protected against fraud, and, of course, from such interference as detracts from their freedom of action, but otherwise they act at their own risk, and it is for them to satisfy themselves that the information upon which they act is correct.

So far, then, as the judgment of CHITTY, J., in *Cann v. Wilson* was based upon the principle of *Heaven v. Pender*, it appears to have been incorrect, and to this effect the Court of Appeal have now decided. The same result, indeed, follows from *Derry v. Peek* (*supra*), for, if the principle of *Heaven v. Pender* applied to a false certificate negligently given by a surveyor, it would seem to apply also to a false prospectus negligently issued by a director. *Derry v. Peek*, therefore, overruled indirectly the first part of the judgment of CHITTY, J., just as it overruled directly the second part. The result is, that a certificate of value, as in *Cann v. Wilson* and *Scholes v. Brook*, or of work done, as in *Le Lievre and Dennes v. Gould*, is of no value to the person relying upon it unless made in pursuance of a contract on which he is entitled to sue. The chance of his being able, in the event of inaccuracy, to recover on the ground of fraud is, of course, very slight.

## EXPRESS APPOINTMENT OF EXECUTORS.

### II.

We considered last week the decisions with regard to the means to be adopted in order to ascertain who are meant by inaccurate or insufficient names or descriptions of executors. It should be added that if it cannot be ascertained with reasonable certainty by any of these means who is the person intended to be appointed executor, the appointment will be void for uncertainty (*In bonis Sawtell*, 1862, 2 Sw. & Tr. 448).

In other cases difficulty as to the appointment of executors may arise from apparently inconsistent appointments in successive unrevoked testamentary instruments. As to this the rule is, that where two or more instruments are admitted to probate, and executors are named in each, all the executors named are allowed to join in taking probate, unless the appointment of any of them has been expressly revoked, or the terms of the latest appointment make it inconsistent that all should be recognized as executors (*In bonis Lloyd*, 1872, Ir. R. 6 Eq. 348, 349; *In bonis Graham*, 1863, 3 Sw. & Tr. 69). The chief question has, of course, been, what expressions of intention are sufficient to shew an inconsistency. The mere reappointment in a second will, dealing only with a portion of the testator's property, of one of the executors of the prior will, with a new co-executor, will not operate as a revocation of the appointment of executors in the prior will (*In bonis Matthew Lees*, 1863, 2 Sw. & Tr., at p. 444); and, *a fortiori*, the execution of a second will disposing of all the testator's property, but not appointing executors, will not revoke an appointment of executors in the first will (*In bonis Griffith*, 1872, 2 P. & D. 457). Nor, where a person is appointed "sole" executor of a prior will, and another person is appointed "sole" executor of a subsequent will, will the latter appointment revoke the former (*Geaves v. Price*, 1863, 3 Sw. & Tr. 71). But, where more persons than one are appointed executors by the prior will, and by the later will or codicil one person is appointed "sole" executor, the prior appointment will be revoked (*In bonis Lowe*, 1864, 3 Sw. & Tr. 478; *In bonis Lloyd* (*ubi supra*); but see *In bonis Morgan*, 36 L. J. P. & M. 64). As WARREN, J., quaintly remarked in *In bonis Lloyd*, probate to the two executors named in the first will would "be an intrusion on the solitude" of the "sole" executor subsequently appointed. Notwithstanding *In bonis Morgan* (*ubi supra*), it seems probable that, in all cases where the first will appoints executors or an executor simply, and the subsequent will appoints "sole executors" or a "sole executor," the testator will be considered to have revoked the prior appointment (*In bonis Bailey*, 1869, 1 P. & D. 628).

An eccentric variation occurred in *In bonis Court* (1862, 10 W. R. 809, 31 L. J. P. & M. 61), where a testator appointed his wife and his son "as whole and sole executrix." Here the learned judge at first appeared to be puzzled but on counsel

drawing his attention to the fact that the Malaprop testator had in a previous part of the will spoken of "proving all former wills," he allowed the wife and son to take probate together.

And, lastly, difficulty has arisen from the position of the nomination of executors. It appears to be competent to a testator to expressly declare in the body of his will that the witnesses to the will shall be the executors (see the judgment of Sir J. P. WILDE in *In bonis Wood*, 1868, 1 P. & D., at p. 557). But where a testatrix left "one sovereign each to the executor and witness of my will for their trouble," and, without naming any executor in the body of her will, placed below her signature and opposite the names of the attesting witnesses the words "executors and witnesses," it was held that there was no appointment of executors; the language used was consistent with the executor and witness being different persons (*Ibid.*, 1 P. & D. 556). The court has refused to give effect to an appointment of executors written in the margin at right angles to the body of the will, although proved to have been written prior to the execution of the will; on the ground that there was no signature at the foot of the clause in the margin (*In bonis Tookay*, 1847, 5 Notes of Cases, 386). There was in this case no asterisk shewing that the words in the margin were intended to be brought into the will, so as to enable them to be treated as an interlineation, on the principle of *In bonis Birt* (1872, 2 P. & D. 214). The recent case of *In bonis Greenwood* (1892, P. 7) shews the kind of cases in which this principle will be applied. A will contained several references to and directions to "my executors herein named," and the word "executor," wherever it occurred, was preceded by an asterisk. No executors, however, were named in the will, but after the testator's signature and the attestation clause were the words, preceded by an asterisk, "Executors, WILLIAM GREENWOOD, WILLIAM SUTCLIFFE." The last name was written on an erasure, through which could be distinctly traced the name "CHARLES STANFIELD." The erasure was not attested, nor was the will re-executed afterwards. It was held that the nomination of GREENWOOD and SUTCLIFFE as executors might be included in the probate.

## LEGISLATION IN PROGRESS.

**SITES FOR PLACES OF WORSHIP.**—The Places of Worship (Sites) Bill has passed through Committee in the House of Lords, and considerable changes have been made in it. Under clause 3, as altered, the Bill will extend to "the acquisition of sites for any church, chapel, or meeting house, or other place of Divine worship, and for the residence of a minister officiating in such place of worship." Clause 4 has been amended so as to prohibit the taking of any "park, garden, pleasure-ground, or other land required for the convenience of any dwelling-house." In clause 5 the words "purport to" have been omitted, so that it will not be sufficient for the requisition to "purport to be signed" by twenty resident householders, but the signatures must be actually verified. Clause 7 has been altered for the purpose of enabling the Local Government Board to take into consideration "the accommodation already available within a reasonable distance for religious worship for members of the same denomination." Upon clause 8 (Arbitration) discussion arose as to the proposed incorporation of the provisions of the Lands Clauses Act, 1845. Ultimately the proposal was rejected, it being understood that the propriety of introducing clauses dealing with compensation for severance and for injuriously affecting adjoining property might be considered at a later stage. A clause was added to the Bill providing that a Bill should be introduced in Parliament to confirm any order made under the Bill, setting forth such order at length in a schedule, and if the order were petitioned against the order and the petition should be referred to a Select Committee. In lieu of clause 14 (minerals to remain the property of the vendor) a clause was introduced providing that "the rights of the vendor and purchaser as to minerals shall be the same as under the Railways Clauses Consolidation Act."

**VOLUNTARY CONVEYANCES.**—The Voluntary Conveyances Bill has been read a third time in the House of Commons.

**APPEALS (FORMA PAUPERIS).**—The Appeals (*Forma Pauperis*) Bill has been read a second time in the House of Commons.

It is expected that the arguments in the Behring Sea Arbitration will be concluded within the next fortnight, after which the court will proceed to consider the terms of their award.

## REVIEWS.

## PRIDEAUX'S PRECEDENTS.

PRIDEAUX'S PRECEDENTS IN CONVEYANCING. WITH DISSERTATIONS ON ITS LAW AND PRACTICE. FIFTEENTH EDITION. BY JOHN WHITCOMBE, Barrister-at-Law. Two Vols. Stevens & Sons (Limited).

Mr. Whitcombe, who has been joint editor of this work since 1863, is solely responsible for the present edition. There are several changes of arrangement and grouping, most of them in the direction of convenience. Thus the dissertations on conditions of sale and agreements have been consolidated into one head of "Contracts for Sale," and in the precedents the former heading "Agreements" has been converted into "Agreements for Sale," the precedents not referring to sale being distributed among the heads to which they relate, or under the head "Miscellaneous Instruments." We think it will be found necessary hereafter to introduce a distinct heading for agreements in general. There is a remarkable lack of precedents of such agreements; and it strikes us that it would have been more generally useful to supply such lack than to collect into a distinct heading and largely supplement "Instruments relating to Registered Land," as is done at pp. 689-707 of the present edition. There is also a distinct head of "Memorials" now introduced. We observe some new precedents here and there, and among them two useful forms, under the head of "Partnership Deeds," of "Acknowledgment by executors of a deceased partner that the share of their testator in the partnership property has been satisfied," and a similar acknowledgment by a retiring partner. The excellent dissertations have been carefully brought down to date and the indexes remodelled.

## STUDENT'S GUIDE TO PRIDEAUX.

THE STUDENT'S GUIDE TO PRIDEAUX'S CONVEYANCING. COMPRISING NOTES THEREON, TOGETHER WITH A SET OF TEST QUESTIONS AND EPITOMES OF THE FOLLOWING ACTS OF PARLIAMENT: THE VENDOR AND PURCHASER ACT, 1874; THE CONVEYANCING ACTS, 1881, 1882, AND 1892; THE SETTLED LAND ACTS, 1882, 1884, 1887, AND 1890; THE TRUSTEE ACT, 1888; AND THE TRUST INVESTMENT ACT, 1889. BY JOHN INDERMAUR, Solicitor. THIRD EDITION. George Barber.

This is a capital handbook for the student to the dissertations in the last edition of Prideaux, condensing the statements, telling him exactly what to note and how most usefully to "get up" the book. A set of "test questions" is added, and an epitome of statutes; and the book is interleaved throughout for additions from the student's other reading.

## RAILWAY LAW.

A MANUAL OF RAILWAY LAW. BY FRANCIS MONTAGU PRESTON, B.A., LL.B., Barrister-at-Law. Adam & Charles Black.

This work is intended more for laymen than for lawyers, and forms one of a series of legal manuals destined to provide the public at large with popular and practical guides to the various branches of English law. The volume before us should take high rank in such a series, and its utility will, we think, be generally recognized. In an introduction of twenty-eight pages, which may be read with profit by all, the origin of railways is traced, their gradual establishment by statute indicated, the extraordinary and rapid development of our railway system demonstrated, and the course of railway legislation concisely and chronologically set forth. Moreover, even such subjects as railway amalgamation, the State acquisition of railways, and the conversion of broad gauge into narrow gauge, have not escaped the attention of the author, who wisely, however, does no more than briefly refer to them. So much for the introduction. The main body of the work is divided into sixteen chapters. Of these, the first six deal with the formation of a railway company, from the application for the special Act down to the actual completion of the railway, while, in subsequent chapters, such subjects as "The Rights and Duties of Common Carriers," "Special Contracts," "Carriage of Passengers' Luggage," "Undue Preference," "Rates and Tolls," &c., &c., are adequately dealt with, and with as much freedom from technicality as is consistent with accuracy of statement. The chief provisions of the new Rates and Charges Provisional Order, applicable exclusively to the London and North-Western Railway, are given *in extenso* in the appendix, where the principal points in which it varies from orders relating to other railway companies are also indicated. A serviceable index will be found at the end of the volume.

## ANNUAL DIGESTS.

THE ANNUAL DIGEST OF ALL THE REPORTED DECISIONS OF THE SUPERIOR COURTS. INCLUDING A SELECTION FROM THE IRISH. WITH A COLLECTION OF CASES FOLLOWED, DISTINGUISHED, COM-

MENTED ON, OVERRULED, OR QUESTIONED. AND REFERENCES TO THE STATUTES, ORDERS, AND RULES OF COURT DURING THE YEAR 1892. BY JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

THE COMPLETE ANNUAL DIGEST OF EVERY REPORTED CASE FOR THE YEAR 1892. BEING A DIGEST OF CASES DECIDED BY THE HOUSE OF LORDS AND PRIVY COUNCIL, THE COURT OF APPEAL, THE HIGH COURT OF JUSTICE, THE COURT OF BANKRUPTCY, THE COURT FOR CROWN CASES RESERVED, THE RAILWAY COMMISSIONERS, THE ELECTION PETITION JUDGES, &c. TOGETHER WITH A COPIOUS SELECTION FROM THE IRISH AND SCOTCH REPORTS, AND REFERENCES TO THE AMERICAN REPORTS. Edited by Mr. Registrar EMDEN. Compiled by HERBERT THOMPSON, M.A., LL.M., Barrister-at-Law, assisted by W. A. BRIGG, M.A., LL.M., Barrister-at-Law. William Clowes & Sons (Limited).

Mr. Mews, in the preface to his digest, refers to the prevailing tendency to report cases depending entirely upon the facts or upon the very special wording of a document. We have long been on the look out for some retired reporter from whom we can extract a full and particular account of the mode in which the strange agreements which appear to be entered into between all the reporters of all the series of reports either to report or not to report a case are arrived at. If we could only capture the right man, we think we could ascertain some very curious facts. One reason for the prevailing tendency is pointed out by Mr. Mews: "The decisions considered worthy of being reported fill [in the *Law Reports*] the same number of volumes, and almost the same number of pages, from year to year; the consequence is that many really unreportable cases are included as well as cases which purport to do no more than follow previous, and even quite recent, decisions." Then, when a case has appeared in the *Law Reports* the editors of the other reports have almost necessarily to draw the attention of the reporters to it, and so it goes into all the series. Mr. Mews' digest retains all the features of excellent arrangement and conciseness of statement which always characterize it.

Mr. Emden's digest includes, besides the cases in the series of reports properly so called, the decisions given in the *Weekly Notes*, *Times Law Reports*, and a selection of Irish, Scotch, and American cases. It is carefully edited and excellently printed.

## BOOKS RECEIVED.

A Digest of Cases relating to the Construction of Buildings: the Liability and Rights of Architects, Surveyors, and Builders in Relation Thereto. With Notes and an Appendix containing Forms of Pleadings, Building Agreements and Leases, and Conditions of Contracts; and some Unreported Cases. By EDWARD STANLEY ROSCOE, Barrister-at-Law. Third Edition. Reeves & Turner.

An Outline of the Law relating to the Private Ownership of Railway Rolling Stock. By HENRY J. TAYNTON, Solicitor. Horace Cox.

Income Tax: How to Get it Refunded. By ALFRED CHAPMAN, Esq. Ninth Edition. Effingham Wilson & Co.

The Law of Trading and other Companies Formed or Registered under the Companies Act, 1862. By EDWARD MANSON, Barrister-at-Law. Second Edition, Revised. William Clowes & Sons (Limited).

## CORRESPONDENCE.

## ASSIGNMENTS OF POLICIES.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the letter from "A Constant Reader" in your issue of the 17th inst., I do not think the matter to which he refers has been the subject of a judicial decision, but I am in a position to say that the opinion of Sir Edward Clarke, to which he refers, has been confirmed by that of another equally eminent counsel, and is, I believe, in accordance with the regular practice of life assurance companies.

I apprehend that the reason is, that, although the first assignment does not become fully effectual until duly stamped so as to enable the assignee to sue or give a receipt for the policy moneys, it is not void, and does in fact pass the property in the policy to the assignee.

Consequently, the assignor has no property in the policy left in him which is capable of assignment, and the second assignment therefore is simply nugatory.

W. W. PAINE.  
June 20.

[With deference, we venture to think there is much to be said against this view, and we propose to consider the matter next week. —ED. S.J.]



## DEDUCTION ON FACE OF BILL OF COSTS.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the case of *Re Mackenzie, Ex parte Short* (ante, p. 410), and the remarks thereon, and on the cases of *Re Carthew* and *Re Paull* (27 Ch. D. 485) in your issue of the 20th ult., it will be interesting to know if any of your readers can throw light on the following suggestion:—

Supposing a solicitor desirous of making a reduction in his bill, instead of casting correctly the foot of the last page of a bill of costs delivered in detail, inserts a round figure less than the amount of the bill if correctly cast. It is suggested that by this means he would clearly indicate that the bill delivered is for the reduced amount only.

An example will explain, thus:—

Brought forward	...	...	£107	6	2
Attending Mr. Smith	...	...	0	6	8
Writing Mr. Jones	...	...	0	3	6
Postages, &c.	...	...	3	0	0
			£100	0	0

A note might be added that the details are furnished merely to show the amount of work done.

On the taxation of such bill the taxing master would, before the taxation, direct the solicitor to strike out sufficient items to reduce the bill to the amount shewn at the foot of the last page (i.e., the reduced amount).

A solicitor may deliver a bill for a lump sum without details, although the taxing master will, before taxation, direct the solicitor to bring in a detailed bill for the lump sum, which can be the subject of the taxation (*Re Tilleard*, 32 Beav. 476).

For the purposes of taxation it seems immaterial whether details be given before taxation by striking out items in an account already supplied (with the object of shewing the work done) or by bringing in a new detailed bill for the amount charged, as in *Re Tilleard*.

The ratio decidendi of *Re Carthew* and *Re Paull* appears to have been that the bills delivered were not for the reduced amount.

OVERTAXED.

## NEW ORDERS, &amp;c.

## RULES IN LUNACY, 1893.

1. *Masters may direct a petition for inquisition to be presented.* Upon any application under section 116 of the Lunacy Act, 1890, the masters may, if they consider it desirable for the care of the person or for the management of the estate or otherwise in the interest of any lunatic or alleged lunatic, direct such person as they think fit to present a petition for an order for inquisition as to the lunatic or alleged lunatic, and if such direction be not complied with within ten days, or such further time as the masters allow, the masters may direct such petition to be presented by the official solicitor, and the official solicitor shall present the same accordingly.

2. *Powers of masters in case of undue delay.* (1.) If it appear to the masters that there is undue delay in any matter before them, or if the masters be otherwise dissatisfied with the conduct of any proceedings, or with the mode in which any order made or direction given by the masters is being carried out, they may summon before them the party having the conduct of the proceedings, or any other person appearing to be answerable, to explain the delay or other conduct with which they are dissatisfied, and may make such order as the circumstances require; and for the purposes aforesaid the masters may direct the official solicitor to summon the persons whose attendance is required, and to conduct any proceedings and carry out any directions; and the masters may, if they think fit, appoint the official solicitor to act as solicitor in such matter in the place of any solicitors previously acting.

(2.) An order of the masters under this rule shall be subject to appeal to the judge in accordance with the provisions of rule 11 of the Rules in Lunacy, 1892.

3. *Costs of official solicitor.* Any costs incurred by the official solicitor in relation to any proceedings taken by him pursuant to the directions of the masters shall be paid by such parties or out of such funds as the masters direct.

4. *Undertaking to be given by person appointed to do any act or exercise any power.* Where an order is made by the masters under that portion of the Lunacy Act, 1890, which relates to management and administration, the masters shall, unless for special reasons they think fit to dispense therewith, require the person appointed by the order to do any act or exercise any power to give an undertaking to the following effect with such modifications as the circumstances of the case shall require:

## UNDERTAKING.

I, A. B., of [insert address and description] undertake to apply all such moneys as I may receive belonging to the said [or his [or her] estate, and all moneys which I may receive on his [or her] account in such manner as the Masters in Lunacy shall direct, and to account for such moneys when required; and further, to give such security for the due application of and accounting for such moneys as may be required by any order of the masters, and to obtain and send every six months to the masters a report from a duly qualified medical man as to the mental and bodily condition of the said [and further, every six months to give notice in writing to the masters of the then place of abode of the said [and further, to use my best endeavours to produce the said [and to allow him [or her] to be visited by any chancery visitor or other person authorized by the masters to visit him [or her], and to give such directions as the masters may require to facilitate such visits.]

5. *Chancery visitors to visit and report upon request of masters.* The chancery visitors shall, upon the request of the masters, visit and report as to any persons with reference to whom or to whose estate an application is pending before an order has been made by the masters.

6. *Orders and documents to be authenticated by seal.* Orders and other documents issued from the master's office shall be sufficiently authenticated by the seal of the master's office, and it shall not be necessary to sign the same.

7. *Amendment of rule 68 of Rules in Lunacy, 1892.* The words "other documents" are hereby substituted in rule 68 of the Rules in Lunacy, 1892, for the word "certificates."

8. *Allowance of account to be authenticated by seal.* The masters' allowance of the account of a committee shall be sufficiently authenticated by the seal of the masters' office.

9. *Discharge of security.* When the security of a committee of the estate, receiver, or other person is to be discharged, the bond shall be delivered up to be cancelled, or in the case of a recognizance, the proper officer shall, upon a direction from the masters, attend the masters, who shall thereupon vacate such recognizance in the usual manner; and in the case of security having been given in the whole or in part by a sum of money or stock being brought in court, the masters may make an order for the payment or transfer, in such manner as the masters think proper, of the sum of money or stock, and the dividends thereon.

10. *Allowance of lease to be authenticated by seal.* Where an order is made authorizing a lease of a lunatic's property, the masters shall settle a proper lease in pursuance of the order, and their allowance of the lease when settled shall be sufficiently authenticated by the seal of the masters' office; and the committee of the estate shall in the name and on behalf of the lunatic execute the lease when allowed, upon the intending lessee executing a counterpart thereof.

11. *Change of residence.* Every committee of the person of a lunatic so found by inquisition shall, within three days after any change shall have taken place in the residence of the lunatic, send by post to the office of the Visitor of Lunatics, Royal Courts of Justice, London, notice thereof, with the address of the place to which the lunatic has been removed.

12. *Repeal of Rules in Lunacy, 1892, in part.* The Rules in Lunacy, 1892, referred to in the schedule hereto, are hereby annulled to the extent mentioned in the second column thereof.

13. *Short title.* These rules may be cited as the Rules in Lunacy, 1893, and shall be read as one with the Rules in Lunacy, 1892, and shall come into operation on the first day of July, 1893.

(Signed) HERSHELL, C.

The 15th day of June, 1893.

## THE SCHEDULE.

## RULES AND PORTIONS OF THE RULES IN LUNACY, 1892, ANNULLED.

Number of Rule.	Extent of Repeal.
Rule 14 . . . .	The whole rule.
Rule 55 . . . .	From "except that" to the end of the rule.
Rule 60 . . . .	The word "certificates."
Rule 61 . . . .	The words "by them."
Rule 62 . . . .	The whole rule.
Rule 63 . . . .	The whole rule.
Rule 64 . . . .	The whole rule.
Rule 65 . . . .	The whole rule.
Rule 66 . . . .	The word "certificates."
Rule 77 . . . .	The whole rule.
Rule 82 . . . .	The whole rule.
Rule 122 . . . .	The whole rule.

## CASES OF THE WEEK.

### Court of Appeal.

**REG. v. JUSTICES OF OXFORDSHIRE**—No. 1, 19th June.

**JUSTICES—APPEAL TO QUARTER SESSIONS—SERVICE OF NOTICE OF APPEAL—SERVICE ON SOLICITOR WHO APPEARED AT PETTY SESSIONS—SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. c. 49), s. 31.**

Appeal from an order of the Queen's Bench Division (Mathew and Wright, JJ.) discharging a rule nisi for a *mandamus* to quarter sessions to hear an appeal. It appeared that an order was made at petty sessions on the 9th of March whereby the appellant was adjudged to be the putative father of a bastard child of the respondent, and was ordered to pay to the respondent a certain sum per week for its maintenance. Each party was represented at the hearing by a solicitor. Upon the 16th of March, the last day for appealing, the solicitor for the appellant called upon the solicitor who had appeared for the respondent at the petty sessions, and served him with notice of appeal against the order, and the latter accepted service of it. The latter next day communicated with the mother, who, after some correspondence, said that she did not intend to employ him upon the appeal. Upon the appeal coming on at quarter sessions objection was taken by the respondent that she had not been served with the notice of appeal. The appellant contended, first, that the solicitor who appeared for the respondent at the petty sessions remained her solicitor for the purpose of receiving notice of appeal, unless his authority was determined and such determination made known to the other side; and, secondly, that the respondent had ratified the act of the solicitor in accepting service on her behalf. The quarter sessions held that the notice of appeal was not properly served, and that there had been no ratification, and refused to hear the appeal. The Queen's Bench Division discharged a rule nisi for a *mandamus* to hear the appeal. Upon appeal the following authorities were referred to: *Syred v. Carruthers* (6 W. R. 595, 27 L. J. M. C. 273), *Pennell v. Churchwardens of Usbridge* (10 W. R. 319, 31 L. J. M. C. 92), *De la Pole v. Dick* (33 W. R. 585, 29 Ch. D. 351).

THE COURT (Lord Esher, M.R., and Bowen and Kay, L.JJ.) dismissed the appeal.

Lord Esher, M.R., said that the argument was that the solicitor who had appeared for the respondent at the petty sessions remained her solicitor after the order had been made so as to make service upon him good service of the notice of appeal. Assuming that service upon her solicitor would be good service, what made him her solicitor after that? She had employed him to get an order at petty sessions, and he got it. The matter was ended. No statute said that he was to continue her solicitor afterwards. Did the common law say so? With regard to actions which went to judgment and execution, or decrees in Chancery which had to be worked out, the law said that as long as anything remained to be done in the litigation to obtain the fruits of the judgment, so long did the solicitor for the party remain his solicitor, unless his authority was determined and another solicitor substituted on the record: see *De la Pole v. Dick*. By ord. 7, r. 3, the solicitor on the record was to be considered the solicitor of the party until the final conclusion of the cause, whether in the High Court or in the Court of Appeal. That rule, however, only applied to proceedings in the High Court. Here the solicitor was employed to obtain an order at petty sessions, and nothing more remained to be done in that litigation. It could not be said that the doctrine of not having obtained the fruits of the litigation would apply, for in that case the solicitor might remain the mother's solicitor during all the years the weekly sums would be payable. He was not her solicitor after the order was made at petty sessions. Nor had she ever ratified the solicitor's acceptance of service of the notice of appeal. Notice of appeal, therefore, was not given to the respondent or to anyone authorized by her to receive it, and the quarter sessions were right in refusing to hear the appeal.

BOWEN and KAY, L.JJ., concurred.—COUNSEL, *Mackerness; F. Fitzgerald*. SOLICITORS, *T. A. Jones, for Stockton & Son, Banbury; Cunliffe & Davenport, for Davenport Adams, Oxford.*

[Reported by W. F. BARRY, Barrister-at-Law.]

"THE RECEPTE"—No. 1, 19th June.

**PROHIBITION—COUNTY COURT—APPEAL TO COURT OF APPEAL FROM REFUSAL OF WRIT—JURISDICTION OF JUDGE OF ADMIRALTY DIVISION—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 132.**

Appeal from an order of Barnes, J., in chambers, refusing an application for a writ of prohibition to the City of London Court in an admiralty cause. The application was made in chambers in vacation to Barnes, J., who was sitting to hear applications from all divisions of the High Court. Two preliminary objections were taken: first, that by section 132 of the County Courts Act, 1888, no appeal lay to the Court of Appeal from the refusal to grant a writ of prohibition; and secondly, that the Admiralty Division had no power to grant a writ of prohibition, this jurisdiction being a Crown Office matter, and properly belonging to the Queen's Bench Division, and that therefore Barnes, J., when he refused the application, was acting as a judge of the Queen's Bench Division, and the appeal ought to have been to a Queen's Bench Divisional Court. *Mullemein v. Coulson* (36 W. R. 811, 21 Q. B. D. 3), *Jones v. Sles* (34 W. R. 692, 32 Ch. D. 585), *Rigg v. Hughes* (32 W. R. 355, 9 P. D. 68), were referred to. By section 32 of the County Courts Act, 1888, "when the High Court or a judge thereof shall have refused to grant a writ of *certiorari* or prohibition to a court . . . no other court or judge shall grant such writ or order; but nothing herein shall affect the right of appealing from the decision of

the judge of the High Court to the High Court itself, or prevent a second application being made for such writ or order to the High Court or a judge thereof on grounds different from those on which the first application was founded."

THE COURT (Lord Esher, M.R., and Bowen and Kay, L.JJ.) overruled the objections.

Lord Esher, M.R., said that the decision upon the first objection depended upon the true construction of section 132 of the County Courts Act, 1888. The practice with regard to applications for writs of prohibition in the old courts was that the applicant might move in each court or before each judge successively. In those days there was no appeal in such cases. The Legislature wished to put an end to such an unnecessary multiplication of applications, and that was the object of section 132. That section therefore meant that if a person had applied for a prohibition to a judge or divisional court of the High Court, he could not apply to another judge or divisional court. That did not touch the general right of appeal to this court which was given by section 19 of the Judicature Act, 1873. The second part of the section was inserted for the purpose of making it clear that the first part did not take away the right of appeal from the judge to the Divisional Court. The whole section dealt with the High Court, and did not touch the jurisdiction of the Court of Appeal. As regards the second objection, Barnes, J., was exercising all the jurisdiction of a judge of the High Court, and when an admiralty case came before him he exercised his jurisdiction as a judge of the Admiralty Division. The Judicature Acts made him as such a judge of the High Court, and gave him all the powers of such a judge. He had therefore jurisdiction to hear this application for a prohibition, and the appeal lay here in accordance with the analogy of appeals from chambers in the Chancery Division, it being assumed that the learned judge had certified that he did not desire to hear further argument in court. The objections must be overruled, and the appeal must be heard.

BOWEN and KAY, L.JJ., concurred.—COUNSEL, *Butler Aspinall; Cranston*. SOLICITORS, *Botterell & Roche; Keen, Marsden & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

**CHAMBERLAIN v. YOUNG**—No. 1, 20th June.

**BILL OF EXCHANGE—NO SPECIFIED PAYEE—"PAY TO ORDER"—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), ss. 3, 55.**

This was an application on the part of the plaintiff for a new trial or judgment in an action which had been tried before Lawrence, J., and a jury. The action was brought by the plaintiff as the indorsee of a bill of exchange against two defendants, Young and Tower, Tower being sued as the drawer of the bill and also the first indorser. The bill was in this form:—"Five months after date pay to order the sum of £150." It was signed by Tower and indorsed by him, and it bore a bill of exchange stamp. The defendant Tower set up two defences, first, that the instrument had been made and negotiated by the plaintiff fraudulently, and, secondly, that it was not a bill of exchange. The jury found a verdict in the defendant's favour on the first ground of defence, and the learned judge gave judgment accordingly. The plaintiff now asked for a new trial or judgment. The Court of Appeal thought that the question of fraud had not been satisfactorily dealt with at the trial, and ought to be tried again; but this made it necessary to determine the other question, whether the document was a bill of exchange at all. On this point it was argued for the defendant that inasmuch as the document did not bear on its face the name of any payee, it did not come within the definition of a bill of exchange given by the Bills of Exchange Act, 1882. Section 3 of that Act provides as follows:—"(1) A bill of exchange is an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand or at a fixed or determinable future time a sum certain in money to, or to the order of, a specified person, or to bearer. (2) An instrument which does not comply with these conditions, or which orders any act to be done in addition to the payment of money, is not a bill of exchange." The plaintiff relied on section 55, sub-section 2 (c), which enacts that: "The indorser of a bill by indorsing it is precluded from denying to his immediate or a subsequent indorsee that the bill was, at the time of his indorsement, a valid and subsisting bill, and that he had then a good title thereto."

THE COURT (Lord Esher, M.R., and Bowen and Kay, L.JJ.), having taken time to consider their judgment, held that the objection to the form of the bill failed.

Lord Esher, M.R., said he should be very unwilling to give his assent to the proposition that a man of business could put his name as drawer to a document which looked like a bill of exchange, and indorse it and hand it over as a bill of exchange, and then successfully maintain that, by reason of its not bearing the name of a payee, it was blamished, and therefore not a bill of exchange at all. It was, however, not necessary to decide that question, for when they came to look at this document carefully, it was clear that it was a perfectly good bill. It ran thus: "Five months after date pay to order," and it was signed by the defendant. According to the ordinary rules of construction, those words must be held to mean "pay to my order." That was the only point which it was now necessary to determine—viz., that, in point of form, there was no blemish in this bill of exchange. There must be a new trial, but the only question to be tried would be the question of fraud.

BOWEN, L.J., was clearly of opinion that this was a bill of exchange. The case had been rather argued on the assumption that the bill was drawn in this form: "Pay to or order." But it was not in that form. The word "or" was not inserted before the word "order." The meaning of the words must be "Pay to my order." On the question of estoppel he preferred to refrain from expressing an opinion.

KAY, L.J., said that the argument had been that, as the document did



not bear the name of a specified payee, it did not come within the definition given in section 3, sub-section 1, of the Bills of Exchange Act, and, therefore, sub-section 2 applied, and it was not a bill of exchange at all; and that section 55 was only applicable to documents which were bills of exchange, and, therefore, was not applicable to the present case. That question he did not decide, for an examination of this instrument made it unnecessary to do so. There was a blank space before "order," and the word "or" did not occur. The words, therefore, ran "Pay to order." Such an instrument could only be treated as drawn to the order of the drawer. As far back as the year 1791 Eyre, C.B., had referred to "a bill drawn payable to the drawer's own order" as one of several recognised kinds of bills of exchange: *Gibson v. Minet* (1 H. Bl., at p. 606). The objection to the form of the bill, therefore, failed.—COUNSEL, *Crump, Q.C., and Thomas; Jelf, Q.C., and Firminger. SOLICITORS, Aird & Hood; Sawyer & Ellis.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

**Re WILLARD'S SETTLED ESTATES—No. 2, 14th June.**

SETTLED LAND—SCHEME FOR IMPROVEMENT—CAPITAL MONEY ARISING UNDER THE ACT—PROSPECTIVE AUTHORIZATION OF PAYMENT OUT OF MONEY TO ARISE IN THE FUTURE—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 26.

This was an appeal from an order made by Kekewich, J., in chambers. The question was whether under section 26 of the Settled Land Act, 1882, the court had jurisdiction to authorize prospectively the expenditure of capital moneys arising under the Act upon a scheme which had been sanctioned by the trustees, when there were no capital moneys in the hands of the trustees at the time. Certain persons, who together constituted the tenant for life under a settlement, took out an originating summons asking that two persons who were the trustees of the settlement for the purposes of the Settled Land Act, 1882 to 1890, might be at liberty to apply the sums thereafter mentioned out of the capital money arising under the said Acts in or to come to their hands subject to the settlement in payment of the works thereafter mentioned (i.e., roads and sewers) being improvements to be executed upon the settled land pursuant to two schemes which had been approved by the trustees. The trustees had no capital moneys arising under the Acts in their hands and the application was prospective upon money being realized by the sale (under a power in the will creating the settlement) of the property upon which the improvements were to be made, it being considered that the improvements if carried into effect would greatly enhance the selling value of the property, and it being proposed to pay for the making of the improvements out of the moneys to be received on the sale. There appeared to be no prospect of the trustees being able to get the money required by sale of any portion of the property as it was heavily mortgaged. Kekewich, J., refused the application. The applicants appealed.

THE COURT (LINDLEY, LOPES, and A. L. SMITH, L.J.J.) dismissed the appeal.

LINDLEY, L.J., said he did not think it would be right for the court to accede to the application. It was asked to authorize prospectively the trustees to expend money in the future when they got it. Counsel had not been able to produce any case in which such a thing had been done. The registrar informed the court that he had never seen any such order drawn, and Kay, L.J., who had had great experience in these matters, and whose opinion had been asked, said he thought the court had no authority to make such an order. The position of the trustees was that they had no prospect of getting the money by sale otherwise, and were at a deadlock. Had the court power to do what was asked? Section 21 of the Act said that "capital money arising under the Act, subject to payment of claims properly payable thereout and to application thereof for any authorized object for which the same was raised, should, when received, be invested or applied" in one or other of the modes therein specified, which included improvements authorized by the Act, and those improvements included roads and sewers (section 25). What the court had to construe was section 26. That section said: "(1) When the tenant for life is desirous that capital money . . . shall be applied in or towards payment for an improvement . . . he may submit for approval to the trustees . . . or to the court . . . a scheme . . . (2) Where the capital money to be expended is in the hands of the trustees, then, after a scheme is approved by them, the trustees may apply that money in or towards payment . . . on (i.) a certificate of the Land Commissioners" or those who now represented them "certifying that the work . . . has been properly executed . . . or on (ii.) a like certificate of a competent engineer or able practical surveyor . . . or on (iii.) an order of the court directing or authorizing the trustees to so apply" the money. The certificate here referred to could not be prospective; it must certify not prospectively but that the work had been done properly; and, as to the "order of the court" referred to in sub-section (iii.), on what evidence ought the court to make that order? Not, surely, prospectively any more than the certificate was to be prospective. His lordship could not find in the Act anything which authorized the court to make the prospective order which was here asked for, and addressing his mind to the general scope of the Act he thought the court ought not to make it.

LOPES and A. L. SMITH, L.J.J., concurred.—COUNSEL, *Cocks-Hardy, Q.C., and Eve; Willoughby Williams. SOLICITORS, Gush, Phillips, Walters, & Williams.*

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

**Re MORGAN, MORGAN v. MORGAN—No. 2, 12th June.**

WILL—ANNUITY—GIFT OF CORPUS—CHARGE ON FUND—GIFT TO M. OR HIS DESCENDANTS.

This was an appeal from a decision of Stirling, J. The testator by his

will made the following disposition of his real and personal property to trustees, "upon trust to pay out of the interest and rents arising from the same the following sums of money:—I give to my wife, Elizabeth Morgan, £250 per annum; also the use of the house in which I now reside; also the use of all therein contained. I give to Captain H. H. Morgan, or to his descendants, £250 per year. Also to Mr. Percy Morgan, or his descendants, £250 per year; to Mrs. Annie Augusta Hardie, or her descendants, £250 per year; to Mrs. Susan Pratten £50 per year; to Mrs. Susan S. Sellar 10s. per week; to each of the children of the late Mr. William Addis a legacy of £10. After the death of my wife I give the whole of the contents of my dwelling-house equally between Captain H. H. Morgan, Mr. Percy Morgan, and Mrs. Annie A. Hardie. With regard to the residue of the interest and rents after the above payments should have been made," it went to various charities in various proportions. Stirling, J., held that the annuities were gifts for the lives only of the annuitants, and that the corpus was included in the gifts to the charities. Captain H. H. Morgan and Percy Morgan appealed.

LINDLEY, L.J., said that he could not get out of the will any intention of the testator to give them more than an annuity: the indications were to give nothing more than annuities, not even to the charities. It was perfectly plain as regarded the wife, Mrs. Hardie, and Mrs. Pratten. There was no context which justified the court in reading or their descendants, as and their descendants. The scheme of the will was to leave all the testator had got to charity. The case of *Bent v. Cullen* (19 W. R. 368, L. R. 6 Ch. 235) was the only case at all like this, and there Lord Hatherley failed to observe the difference between giving a portion of the income and the corpus, and that case differed from this in that here the annuities were associated with others which were undoubtedly given for life only. The appeal must be dismissed.

LOPES, L.J.—The true test to be applied is this: are these annuities charges on the fund, or are they gifts of part of the fund? If the former, they would be payments to be made during the life of the taker; if the latter, they would be perpetual payments. The conclusion I come to is that they are charges on the particular fund. *Bent v. Cullen* is a decision which has repeatedly been avoided. The language there would seem to point, not to a particular part of the fund, but to a charge on the fund. The true interpretation is that the words "or his descendants" were used to prevent a lapse; the testator intended to create a perpetual trust, and not to part with the corpus at all.

A. L. SMITH, L.J., gave judgment to the same effect. Appeal dismissed with costs.—COUNSEL, *Cocks-Hardy, Q.C., and Warrington; Hastings, Q.C., and Warrington; Sir H. Davey, Q.C., and Joyce; Buckley, Q.C., and O. L. Clark; J. W. Clark. SOLICITORS, Burn & Berridge; Lee & Pemberton; Birchem & Co.; J. H. Lydall; Solicitor to the Treasury.*

[Reported by W. S. GODDARD, Barrister-at-Law.]

**High Court—Chancery Division.**

**SOVEREIGN LIFE ASSURANCE CO. v. EARDLEY WILMOT—Chitty, J., 20th June.**

COMPANY—DIRECTORS—BREACH OF TRUST—ACTION BY LIQUIDATOR—STATUTE OF LIMITATIONS—WHEN TIME BEGINS TO RUN—CUSTODIUM QUAE TRUST—BENEFICIARIES—CREDITORS—TRUSTEE ACT, 1888, s. 8 (1) (a) (51 & 52 VICT. c. 59).

Action by the liquidator of the above company seeking to render the directors or their legal personal representatives liable for breaches of trust in dealing *ultra vires* with the property of the company. Such breaches of trust were alleged to have been committed more than six years before action brought. The directors pleaded the Statute of Limitations (21 James 1, c. 16) extended to trustees by the Trustee Act, 1888, s. 8. Counsel for the liquidator contended that the liquidator had a new cause of action that did not arise till the winding-up order, which was dated less than six years ago, and submitted that the creditors and policy-holders of the company became *cestui que trust* of the directors on the making of such order, so as to come within the provisions of section 8 (1) (a) of the Trustee Act, 1888, which provides that "time shall not begin to run against any beneficiary unless and until the interest of such beneficiary shall be an interest in possession."

CHITTY, J., said the only point of law arose on the statute of 1888. It was admitted that the plaintiff must treat the directors as trustees as regards the transaction complained of. But where there was a trustee there must be a *cestui que trust*. The first question was who was the *cestui que trust*. Unquestionably the company. The moneys employed were the moneys of the company, as the plaintiff admitted. If that was so it was plain that section 8 applied, and the period of limitation imported by reference was six years. With regard to the words relied on by the plaintiff's counsel, his lordship observed that the term beneficiary occurred here and elsewhere, as did the term *cestui que trust*. He was unable to see that the Legislature intended any difference. Upon those words the plaintiff sought to escape from the section by contending that on a winding-up order a person not previously a *cestui que trust* or beneficiary became so by virtue of the order, and, what was still more extraordinary, that directors who died twenty years ago were suddenly revived by statute, and now for the first time appeared as trustees for their newly-born *cestui que trust*. This was a very fanciful argument, and he was unable to discover anything in the Companies Acts approaching that conclusion. The argument was founded on *acts* in cases deciding that certain statutory rights accrue to creditors and policy-holders. It was not necessary to consider the extent of that proposition. There were cases where a liquidator was enabled to sue the directors for having paid dividends out of

capital, but that was no ground for the inference that a bare creditor was converted into a beneficiary within the meaning of the words relied on. There was nothing whatever to justify the proposition that a creditor or policy-holder was such a beneficiary, or that the operation of the statute was postponed till his interest fell into possession. Action dismissed, with costs to be paid by the liquidator, without prejudice to any question out of what fund.—COUNSEL, Moulton, Q.C., Farwell, Q.C., and Swinfen Eady; Byrne, Q.C., and Vernon Smith; Sir Horace Davey, Q.C., and Ashworth James; Grosvenor Woods and W. D. Rawlins. SOLICITORS, James Robinson; Hepburn, Son, & Cutcliffe, for Shelly & Johns, Plymouth; Williams & James; Osborn, Jenkyn, & Son; Robbins, Billing, & Co.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

**Re CAMPBELL, CAMPBELL v. CAMPBELL**—Stirling, J., 20th June.

**WILL—LEGACY—APPROPRIATION OF FUNDS—INTEREST ON LEGACY—PROFITS MADE THROUGH NON-APPROPRIATION—TRUSTEE AND RESIDUARY LEGATEE.**

The testator, John Campbell, by will dated the 21st of January, 1873, appointed his wife Mary, and his sons C. M. Campbell and H. Campbell, the defendant, executrix and executors and trustees of his will, and after making various bequests devised and bequeathed all his real and residuary personal estate upon trust for sale and conversion, and to pay to his wife an annuity of £2,000 during her life, and as to the sum of £20,000 upon trust to invest as therein specified and to pay the income to his son, the plaintiff, C. L. Campbell, during his life, and then upon trusts for the benefit of his children; and as to the residue upon trust for such of his sons, C. M. Campbell, A. M. Campbell, and the defendant, H. Campbell, as should survive him, and the issue who should attain twenty-one or marry of such of his sons as should be then dead. The testator gave his trustees discretionary power to postpone the sale and getting in of any part of his estate, but directed that all such part of his estate as was not sold or got in should be subject to the trusts of his will. By codicil dated the 29th of May, 1880, the testator revoked all the devises and bequests in favour of his son A. M. Campbell (who had then lately died), his wife or children, and made other provisions for the benefit of his family. The testator died in 1882, and his will and codicil were proved by his two sons. His widow and son Colin died in 1885, since which time the defendant, H. Campbell, had been the sole executor and trustee of the will. The legacy of £20,000 for the benefit of the plaintiff, C. L. Campbell, and his children had never been raised, invested, or appropriated, but interest at four per cent. had been paid to C. L. Campbell. The testator's residuary estate was practically in the same state of investment as at the testator's death, and most of the investments had in the interval risen very considerably in value. The plaintiff claimed to be entitled to a proportionate share of the increase of value in the testator's estate, inasmuch as there had been no appropriation in respect of his legacy, and took out this summons in conjunction with his children asking the court to determine what part of the stocks, funds, and securities retained or held by the defendant upon the trusts of the will ought to be deemed to represent the legacy of £20,000 and what sum of cash or stocks ought to be set apart for the said legacy.

STIRLING, J., said that, if the defendant were not beneficially interested in the residue, he could only be called upon to pay over to new trustees the sum of £20,000, with interest at four per cent. until payment: see *Robinson v. Robinson* (1 De G. M. & G. 247). Ever since *Sitwell v. Bernard* (6 Ves. 520), decided in 1801, it had been the rule of the court to allow the legatee interest at the rate of four per cent. in the absence of special circumstances, even although the residue might have produced interest at a higher rate. His lordship knew of no case in which a legatee had been held entitled to share in the increase of value in the property applicable for payment of his legacy. If the defendant were a trustee for third parties, neither he nor the beneficiaries could, in the present case, be charged with more than the amount of the legacy and interest at four per cent. It was argued that the defendant had committed a breach of trust in not investing the legacy, or appropriating proper securities to meet it. If it were made out that the defendant had unwarrantably applied the money of his *cestui que trust* to his own purposes, it might be right to make him accountable for all the profits earned. To deal with the defendant in the mode suggested would be to introduce all the difficulties referred to by Lord Eldon in *Sitwell v. Bernard* (*ubi supra*), to avoid which the rule of giving interest at four per cent. was laid down. The residuary legatees ought to be treated, under the circumstances of the case, as the owners of the estate, subject to a charge thereon of the plaintiff's legacy, with interest at four per cent. Summons dismissed, with costs.—COUNSEL, Hastings, Q.C., and Dibdin; R. N. Arkle. SOLICITORS, Bridges, Sawtell, Heywood, Ram, & Dibdin; Field, Roscoe, & Co., for Gibbons & Arkle, Liverpool.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

### Winding-up Cases.

**Re THE PORTSEA ISLAND BUILDING SOCIETY**—Vaughan Williams, J., 21st June.

**COMPANY—WINDING UP—BUILDING SOCIETY—WINDING UP IN COUNTY COURT—SPECIAL CASE—JURISDICTION—BUILDING SOCIETIES ACT, 1874 (37 & 38 VICT. c. 42), s. 32, SUB-SECTION (4)—51 & 52 VICT. c. 43, s. 164—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 3, SUB-SECTION (3)—COUNTY COURT RULES, 1892, ORD. 41, r. 9.**

The above-named society, which was a building society registered under the Building Societies Acts, was being wound up in the county court. The county court judge stated a special case, entitled in the Companies Acts,

1862 to 1890, the Building Societies Act, 1874, and the County Courts Act, 1888, for the determination of certain questions arising in the winding up. A preliminary objection was taken raising the question whether a judge of the county court could state a special case under section 3, sub-section (3), of the Companies (Winding-up) Act, 1890.

VAUGHAN WILLIAMS, J., said that section 3, sub-section (3), provided that "if any question arises in any winding-up proceeding in a county court which all the parties to the proceeding may desire to have determined in the first instance in the High Court, the judge shall state the facts in the form of a special case for the opinion of the High Court." It was contended that this section only applied to the winding up of companies in the county court, and that it had no application to the winding up of a benefit building society. It was urged that the Act of 1890 was not incorporated with the Building Societies Act (37 & 38 Vict. c. 42). Section 32 of that Act provided that (sub-section (4)) "general orders for regulating the proceedings of the court under this section may be from time to time made by the authority for the time being empowered to make general orders for that court." By section 4 of the same Act "the court" meant in England the county court of the district in which the chief office or place of meeting for the business of the society was situate. In *Andreas v. The Swansea Cambrian Benefit Society* (44 L. T. N. S. 106) it was decided that the Companies Acts, 1862 and 1867, applied to the Building Societies Act (37 & 38 Vict. c. 42). That decision did not decide that the Companies (Winding-up) Act, 1890, applied to the Building Societies Act, 1874, nor that the Act of 1874 by implication incorporated the Act of 1890. The case referred to was confirmed by *Re Sunderland Building Society* (37 W. R. 95, 21 Q. B. D. 349). It had been said by Lindley, L.J., that the true effect, to his mind, of section 32 of the Building Societies Act was simply to substitute the county court for the Court of Chancery, and in effect to put building societies under the Acts of 1862 and 1867 by virtue of the clauses relating to industrial companies, although the Companies Acts, 1862 and 1867, were not expressly incorporated in the Building Societies Act. It seemed to him that the provisions in force at any particular time for the winding up of companies in the Chancery Division of the High Court would apply to a winding up in the county court of a building society, even though such provisions might be the result of enactments passed since 1874, which Act only substituted the county court for the High Court as the tribunal for winding up. The provisions of the Companies (Winding-up) Act, 1890, for stating a special case for the determination of questions arising in the winding up of a company in a county court would, therefore, apply to the winding up of a building society in the county court. It was to be observed that the particular section which the judges in *Andreas v. The Swansea Cambrian Benefit Society* held to apply to the winding up of a building society was section 43 (since repealed) of the Companies Act, 1867, which enacted that if any party in a winding up under the Act was dissatisfied with the determination or direction of a judge of a county court on any matter in such winding up, such party might appeal from the same to the Vice-Chancellor named for that purpose by the Lord Chancellor by general order. It had been also said that jurisdiction to determine this special case was given by the County Court Rules, 1892, ord. 41, r. 9, which was to the following effect:—"The provisions of the Companies Acts, 1862 to 1890, and the rules made thereunder, so far as they relate to winding up, shall apply to the winding up of societies registered under the Building Societies Act, 1874, and the Industrial and Provident Societies Act, 1876, and the winding up of any such societies shall be conducted in all respects as if such societies were companies registered under any of the said Companies Acts." And it was also urged that the rules of the county court adopting the orders and rules in Chancery under the Acts of 1862 and 1867 were utterly unworkable without the Acts themselves. His lordship, however, preferred to base his decision on the grounds first stated, because he did not think that section 164 of 51 & 52 Vict. c. 43, which enabled five county court judges, with the approval of the Lord Chancellor and the Rule Committee of the High Court, to frame rules regulating the practice in the county courts, gave power to apply to a winding up under the Building Societies Act provisions of Acts of Parliament which were not by the Building Societies Act itself applied to a winding up under the Building Societies Act. Indeed, it was doubtful whether it was competent under section 164 of 51 & 52 Vict. c. 43 to frame a rule in the terms of sub-section (3) of section 3 of the Companies (Winding-up) Act, 1890, for it seemed that such a rule would do something more than regulate the practice of the county court. The preliminary objection must be overruled.—COUNSEL, Finlay, Q.C., P. Bunting, and F. Evans; Buckley, Q.C., and Emmanuel; Sir Henry James, Q.C., Bramwell Davis, and G. G. Greenwood. SOLICITORS, Leavoy, Mellor, & James; Stanley Evans, for Stoney & Shenton, Winchester; A. W. Mills, for King & Laphorn, Landport.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

### High Court—Queen's Bench Division.

**REG. v. THE JUSTICES OF LONDON AND THE LONDON COUNTY COUNCIL**—17th June.

**METROPOLIS—VALUATIONS—VALUATION LIST—TIME FOR APPEALING—WHETHER COURT HAS JURISDICTION TO HEAR APPEALS AFTER MARCH 31 IN EACH YEAR—VALUATION (METROPOLIS) ACT, 1869 (32 & 33 VICT. c. 67), s. 42, SUB-SECTION 13.**

Rule for a prohibition to prohibit the justices for the County of London from further proceeding in the matter of a certain appeal by the London County Council against the valuation list of the parish of St. George, Hanover-square.



The judgment of THE COURT was read by CHARLES, J., as follows:—In this case the assessment committee of the St. George's Union sought to prohibit the County of London Sessions from further proceeding in the matter of an appeal by the London County Council against the valuation list of the parish of St. George, Hanover-square, made and deposited in accordance with the Metropolis Valuation Act, 1869, by the overseers of that parish on or about the 31st of May, 1890, and finally settled by the assessment committee on or about the 29th of October, 1890. The respondents in the appeal were the assessment committee and the surveyor of taxes in the district, but he did not appear. Notice of appeal was given by the London County Council on the 14th of January, 1891, against the valuation list, on the ground that the totals of the rateable and gross values in the parish were too low. Cases were lodged by the assessment committee and the county council in accordance with the practice of quarter sessions on or before the 1st of February, 1891, but the appeal, owing to pressure of business in the court, did not come on to be heard before the 31st of March, 1891. The main contention of the applicants was that on that day the jurisdiction of the court to hear appeals came to an end by effluxion of time, and whether this contention be well founded or not depends entirely on the construction which ought to be placed on the Valuation of Property (Metropolis) Act, 1869 (32 & 33 Vict. c. 67). The jurisdiction formerly exercised under that statute by the assessment sessions has, it is true, been transferred by the Local Government Act to the County of London Sessions; but they exercise it under the same conditions as those under which it was formerly exercised by the assessment sessions. By section 32 of the Act of 1869 an appeal against the valuation lists of the various parishes is given to a court of general assessment sessions (amongst other persons) any ratepayer in the metropolis and any body of persons authorized by law to levy rates or require contributions payable out of rates if they or he feel aggrieved by reason (1) of the total of the gross value of any parish being too high or too low; (2) of the total of the rateable value of any parish being too high or too low; or (3) of there being no approved valuation list for some parish. Section 24 enacts: [his lordship read the section]. By section 26 the court is given power to adjourn from time to time, as may be necessary for the performance of their duties under the Act, and it is provided that they should conduct their proceedings, be convened, and be in the same position as near as might be as if they were a court of quarter sessions. The justices in assessment sessions had by section 35 power to appoint a person to make a valuation list where none has been made by the parish authorities and approved. By section 36 they could, on an appeal, direct a valuation to be made of any particular hereditament, and by section 37 it was enacted that "where the court appoint a person to make a valuation list or a valuation they may fix some subsequent day either before or after the day before which all appeals are required by this Act to be heard for receiving such valuation list or valuation, and may adjourn the hearing to that day." By section 40 an appeal on questions of law is given to the Superior Court. Section 42 enacts: "With respect to the times within which proceedings under this Act and the Acts incorporated herewith are to be done, the following provisions are to have effect—that is to say, (13) the justices may hold the assessment sessions at any time after February 1 which will enable them to determine all appeals (except where a valuation list or valuation is ordered) before the ensuing March 31." Other sub-sections appoint dates for the making and deposit of the valuation list, for its transmission to the assessment committee and final approval by them. These last mentioned provisions were held in *Reg. v. Ingall* (25 W. R. 57, 2 Q. B. D. 199) to be directory only, but there is nothing in the judgments delivered by Mellor and Lush, JJ., to indicate that they considered all the other sub-sections directory also. On the contrary, we gather from the language used, especially by Lush, J., that the court was of opinion that whilst the particular dates mentioned in the Act for the deposit, transmission, and final approval of the list need not be absolutely adhered to, the whole of the year's appeals must be disposed of before the 31st of March in each year. There is certainly nothing in this decision to compel us to hold that sub-section (13) is directory as well as sub-sections (1), (2), and (8), with which the court was there dealing; and although we find in the introductory words of the section a general statement applicable to all the sections, to the effect that the proceedings "are to be done" within the times prescribed, it appears to us by no means to follow that in each sub-section the words used must necessarily be construed in the same manner. We must inquire whether in each particular case the words are directory or imperative, and, in order to determine the question, must have regard to the general scheme and other sections of the statute. Now, the scheme of the statute seems to us clearly to point to the valuation list being finally fixed before the commencement of each financial year (that is, before the 6th of April), except in the two cases where a new valuation is ordered or where a case has been stated for the opinion of the superior court. Section 43 enacts that "the valuation list as approved by the assessment committee, and if altered on any appeal under this Act to any sessions or a superior court, as so altered, shall come into force at the beginning of the year (commencing on the 6th of April) succeeding that on which it is made, and shall last for five years, subject to any alterations that may be made by any supplemental or provisional list as hereinafter mentioned." A supplemental list is to be made in each of the first four years of the quinquennial period, showing the alterations which have taken place in the previous year, and in each of the last four years the valuation list is to be the original list, together with the new supplemental list (section 46). A provisional list is provided for by section 47 to meet the cases of hereditaments reduced or increased in value during the course of any year, and when made is to be deemed to form part of the valuation list then in force. By section 45 the valuation list is made conclusive evidence of the gross and rateable value of the hereditaments. It would be highly inconvenient,

in our opinion, having regard to these enactments, to read sub-section 13 of section 42 otherwise than as imperative. Unless the 31st of March in each year is regarded as an absolute limit, an appeal such as that now in question might be heard at any time during the quinquennial period, and even after its expiration, with the possible result of inflicting grave injustice by imposing on the general body of ratepayers of one year the burden of another, a result in direct contravention to the general principle of rating law, that the burdens of each year should be borne by the ratepayers in that year, a principle which forbids a retrospective rate unless specially provided for. And the hearing might in such a case, for example, as the present be almost indefinitely protracted; for the county council, in support of their contention that the parish total is too low, have challenged upwards of 3,000 individual assessments, all of which the parish propose to defend. The duration of such an inquiry it is impossible to predict, but it is certain it would be of great length, and the valuation list of the parish would thus remain for months, if not years, in an indeterminate condition. Other sections of the Act, as well as the terms of sub-section 13 of section 42 itself, lead to the same conclusion. We may add that the exception introduced into sub-section 13 of section 42 is meaningless unless the other words of the sub-section are held to be imperative. It was strongly urged upon us that to adopt this construction will deprive the parties aggrieved of the right of appeal given to them by the Act, and it cannot be denied that our decision will lead to that result. But we must consider the balance of convenience, and weigh against the detriment which may or must arise to individuals the serious inconvenience and injustice to the ratepayers which a contrary holding would entail. The question whether the Legislature intends a provision to be imperative or directory must depend in each case on the scope and object of the enactment, and, having regard to the general scheme of the statute and to its express provisions, we have no doubt the Legislature intended that no appeal (with the specified exceptions) should be heard after the 31st of March in each year. Many decisions on other Acts were referred to, but they furnish us with little, if any, assistance, and do not affect the conclusion at which we have arrived. Two other points were raised by the applicants. They contended that the county council, in their capacity of a "body of persons authorized by law to levy rates or require contributions payable out of rates in the metropolis," had sustained no appealable grievance by reason of the total of the gross and rateable value of a particular parish being too high or too low. In any case their precept for contribution would be satisfied. It was also contended that on an appeal against totals the individual assessments cannot be challenged, but that matters of principle only can be raised. Both these matters are of wide importance, but in the view we take of the question of time it is unnecessary to pronounce any opinion upon them. For the reasons we have given we think that the jurisdiction of the court to hear this appeal came to an end on the 31st of March, 1891, and therefore make this rule absolute, with costs. Rule absolute.

Upon an objection taken that the court had no power to give costs, CHARLES, J., said they had considered the point, and they thought that, on the authority of *Wallace v. Allen* (23 W. R. 703, L. R. 10 C. P. 607) there was power to give costs.—COUNSEL, *Sir E. Clarke, Q.C., Poland, Q.C., and Danckwerts; Meadows White, Q.C., and H. Avery.* SOLICITORS, *Caprons, Dalton, Hitchens & Brabant; W. A. Blaxland.*

[Reported by Sir SHERBURN BAKER, Bart., Barrister-at-Law.]

#### THE LONDON COUNTY COUNCIL (Appellants); LAWRENCE & SONS (Respondents)—19th June.

METROPOLIS LOCAL MANAGEMENT AMENDMENT ACT, 1862, s. 85—HEIGHT OF BUILDING—BUILDING AT CORNER OF NEW AND OLD STREET.

This was a special case stated by a metropolitan magistrate arising out of a complaint made by the London County Council, the appellants, against the respondents that they had unlawfully erected a building on the south side of Kensington-court, being a new street of a less width than fifty feet, exceeding in height the distance from the external wall or front of such building to the opposite side of such street without the written consent of the London County Council, contrary to section 85 of the Metropolis Management Amendment Act, 1862. That section is as follows:—"No building, except a church or chapel, shall be erected on the side of any new street of a less width than fifty feet which shall exceed in height the distance from the external wall or front of such building to the opposite side of such street, without the consent in writing of the Metropolitan Board of Works; nor shall the height of any building so erected be at any time subsequently increased so as to exceed such distance without such consent; and in determining the height of such building the measurement shall be taken from the level of the centre of the street immediately opposite the building up to the parapet or eaves of such building; and every person committing any offence under this enactment shall be liable to a penalty of £5, and in case of a continuing offence to a further penalty of 40s. for every day during which such offence shall continue after notice from the said board, to be recovered by summary proceeding." The building in question was situated at the corner of Kensington-court, which was a new street within the meaning of the Act, and of Kensington-road, an old street facing Kensington Palace-gardens. The entrance to the building was from Kensington-road, but there was also a small tradesmen's entrance from Kensington-court. Kensington-court was less than 50 ft. in width, and the height of the building, as measured from the level of the centre of that street immediately opposite the building to the parapet or eaves of the building, was 74 ft. 10 in., and the distance from the external wall of the building to the opposite side of the street was 45 ft. 1 in. The appellants had not given their consent to the erection of the building. It was contended for the respondents that the building was

in fact situated in Kensington-road, and not in Kensington-court, and that it was not a building erected on the side of the street, Kensington-court, and did not constitute an offence against section 85 of the Metropolis Management Amendment Act, 1862. The magistrate found as a fact that the building fronted on, and was situate in, Kensington-road, and he held that, although the site of the building abutted on Kensington-court, the building was not erected on the side of Kensington-court within the meaning of, and so as to be subject to, the provisions of section 85. He therefore dismissed the complaint, but stated this case for the opinion of the court. The case was originally argued before Day and Bruce, JJ., but was ordered to be reargued before a full divisional court.

THE COURT (MATHREW, WRIGHT, and COLLINS, JJ.) allowed the appeal.

MATHEW, J., said the case was a simple one. The building in question was a corner house fronting the Kensington-road, but with an external wall in Kensington-court. The building had been erected beyond the height allowed by section 85 without the consent of the London County Council. There might have been something in the respondent's contention if the words of the section had been "situate in any new street." The words of the section were, however, "erected on the side of any new street," and it was quite plain that this building was erected on the side of a new street. The decision of the magistrate was wrong, and the case must be remitted to him.

WRIGHT and COLLINS, JJ., concurred. Appeal allowed.—COUNSEL, Finlay, Q.C., and Avery; Dickens, Q.C., and T. Willes Chitty. SOLICITORS, Blaxland; Poole & Robinson.

(Reported by F. O. ROBINSON, Barrister-at-Law.)

#### HUGHES v. RIMMER—8th June.

TITHE ACT, 1891, s. 2, SUB-SECTION 6—OCCUPIER LIABLE TO PAY TITHE—FAILURE OF LANDOWNER TO GIVE NOTICE OF LIABILITY TO TITHE-OWNER—CERTIFICATE.

This was an appeal of the defendant from an order of the county court judge of Lancashire. The question arose out of an application by the plaintiff for a certificate under section 2, sub-section 6, of the Tithe Act, 1891. That Act provides (section 1) that after the passing of the Act the tithe shall be paid by the landowner, notwithstanding any contract made between him and the occupier of his lands. In the case of an occupier being liable to pay the tithe under a contract made before the passing of the Act, section 1, sub-section 2, provides that the landowner shall pay the tithe and may recover from the occupier by distress any sum so paid. Section 2, sub-section 6, is as follows:—"Where the occupier of the lands out of which the tithe rent-charge issues is liable under any contract made before the passing of the Act to pay the tithe rent-charge, and is, consequently, liable by virtue of this Act to pay the amount thereof to the owner of the lands, the owner of the lands shall serve notice of such liability on the owner of the tithe rent-charge, and thereupon before an order under the section is made" (i.e., an order on the landowner for payment of the tithe), "there shall be such service on the occupier in addition to the owner as may be prescribed, and a hearing of such occupier if he appears and desires to be heard. Any owner of the lands who fails to serve such notice as aforesaid on the owner of the tithe rent-charge, shall not be entitled to recover from the occupier any sum which he has paid on account of tithe rent-charge as aforesaid, unless and until he has, after notice to the occupier of his application for the same, obtained from the county court a certificate that there was good and sufficient cause for the failure to give such notice, and that the occupier has not been prejudiced thereby." In the present case the plaintiff was a landowner, and the defendant was his tenant. The plaintiff failed to serve on the tithe-owner notice of the tenant's liability to pay the tithe. The plaintiff having paid the tithe to the tithe-owner, applied to the county court judge of Lancashire for the certificate mentioned in section 2, sub-section 6. The certificate was granted in the following terms: "It is hereby certified that there was good and sufficient cause for the failure of Michael James Hughes to give an occupier's liability notice in respect of the lands described in the schedule to this order to the owners of the tithe rent-charge issuing out of the said lands, and that Richard Rimmer, the occupier, has not been prejudiced thereby." The defendant appealed against this order and it was argued on his behalf that the order was bad on the ground that there was no finding that the defendant was an occupier liable under a contract made before the passing of the Act to pay the tithe, which, it was contended, was a condition precedent to the granting of the certificate.

THE COURT (LAWRANCE and WRIGHT, JJ.) dismissed the appeal.

WRIGHT, J., said that where under a lease or other contract made before the Tithe Act, 1891, a tenant was liable to pay the tithe, now by that Act the landowner had to pay the tithe to the tithe-owner; but the landowner might recover from the tenant in such a case the amount so paid. That amount might be recovered by distress without the intervention of any court. It was foreseen by the legislature that such a power might prove dangerous to the tenant if not provided against, because the landowner might submit to an extortionate demand for tithe, and he might levy distress, and the tenant would have no opportunity of resisting the demand except by the expensive process of replevin. Therefore provision was made by section 2, subsection 6, of the Act, for the benefit of the tenant. The effect of that section was that in the case of a tenant who had contracted before the Act to pay the tithe, the landowner might, once for all, serve a notice of such liability on the tithe-owner, which notice would eventually come into the hands of the registrar of the county court, who would therefore be aware of the fact when proceedings were taken by the tithe-owner against the landowner, and would be able to give notice of such proceedings to the tenant. Until the landowner had given the

required notice to the tithe-owner, the landowner could not distrain on the tenant unless the landowner first obtained from the county court judge a certificate that there had been good and sufficient cause for the failure to give the notice, and that the tenant had not been prejudiced by the omission. The certificate dispensed with the necessity for notice as regarded the past only, because it was absurd to suppose that the legislature intended to dispense with the notice when the landowner's attention had once been called to the omission. When the application for the certificate came before the county court judge the only question which he had to consider was whether there was good and sufficient cause for the failure to give notice, and whether the tenant had been prejudiced by the failure. It was not the duty of the county court judge on such an application to consider the question whether in law the tenant was under his lease liable to pay the tithe, which might give rise to intricate and difficult questions of law, and which it would be most undesirable to deal with on such an application. In this case the county court judge had dealt with the application in the right manner, and the appeal would therefore be dismissed.

LAWRANCE, J., concurred.—COUNSEL, Macmorran; Carver. SOLICITORS, Hamlin, Grammer & Hamlin for Brighthouse, Brighthouse & Jones, Ormskirk; Wynne, Holme & Co. for H. Forskav & Hawkins, Liverpool.

(Reported by F. O. ROBINSON, Barrister-at-Law.)

#### GROOM v. SHUKER—7th June.

APPEAL—COUNTY COURT—AGREEMENT BY PARTIES TO ACCEPT VERDICT OF MAJORITY OF JURY—FINALITY OF SUCH VERDICT—VERDICT AGAINST WEIGHT OF EVIDENCE—RIGHT OF ONE PARTY TO APPLY FOR NEW TRIAL—JURISDICTION OF JUDGE TO GRANT NEW TRIAL.

Appeal on behalf of the defendant from a decision of the learned judge of Ludlow County Court granting the plaintiff a new trial of the action. The action was brought to recover the sum of £22 10s., being the price of five tons of hay at £4 10s. per ton. The defendant alleged that the amount of hay supplied to him was four tons only, and that the price agreed upon was £4 per ton, making in all about £16. The defendant paid this £16 into court, and the trial, which took place with a jury, was for the balance of £6. The two questions left by the judge to the jury were—(1) was the price agreed on £4 or £4 10s. per ton? and (2) was the amount supplied four tons or five tons? The jury were unable to agree, and the judge asked the parties if they would accept the verdict of the majority of the jury. The parties consented to accept the verdict of the majority, and it then appeared that they were unanimous for the defendant on the question of price, and three to two in his favour on the question of the quantity supplied. Upon this finding of the majority the judge gave judgment for the defendant accordingly. He subsequently, upon the plaintiff's application, granted a new trial of the whole action, on the ground that the verdict, as to the quantity supplied, was unreasonable and against the weight of the evidence. Upon this application the defendant objected that after this agreement by both parties to accept the verdict of the majority, the plaintiff had no right to apply for a new trial, and the judge had no jurisdiction to grant a new trial. The judge held, upon this objection, that the agreement to accept the verdict of the majority only amounted to an agreement that the verdict of the majority should be treated as a unanimous verdict, and that a motion for a new trial might be made in the same way as if the verdict had been unanimous. From this decision of the learned judge the defendant appealed. An objection was now taken by the court as to whether an appeal would lie from the decision of the county court judge granting a new trial on the ground that the verdict was against the weight of the evidence. To this objection it was answered that, though an appeal might not lie from a decision granting a new trial on the question of fact as to whether the verdict was against the weight of the evidence or not, yet this was not an appeal from the learned judge upon that ground, but was an appeal on the ground that the judge had no jurisdiction in law to grant a new trial, after the parties had consented to accept the verdict of the majority of the jury, and that this ground of appeal was a question of law with regard to the granting of a new trial, and that, therefore, an appeal would lie, according to the decision of the Court of Appeal in *How v. The London and North-Western Railway Co.* (40 W. R. 292; 1892, 1 Q. B. 391). The court having adopted this view, it was then contended for the appellant that, as the parties had agreed to accept the verdict of the majority of the jury, they were bound by that verdict, whether it was right or wrong, as they had agreed to accept that tribunal; that, if there had been no evidence at all, it might have been otherwise, but here the judge held that there was evidence on both sides to go to the jury. No case could be found where there has been an appeal in such a case, which would seem to show that there is no such right of appeal in such a case; that here there was a judgment by consent and a verdict by consent, and the parties ought not to have the opportunity of questioning it, as there was evidence on both sides to go to the jury, and the plaintiff has got what he could not have got without the defendant's consent.

THE COURT (MATHREW and WRIGHT, JJ.) were clearly of opinion that the learned county court judge had jurisdiction to grant a new trial under the circumstances; that it did not necessarily follow that because the parties had consented to accept the verdict of the majority of the jury, they were precluded from afterwards applying for a new trial on the ground stated, and the consent to receive the verdict of the majority meant no more than that they agreed to accept that verdict as a unanimous verdict, that it was really a question of the intention of the parties in so accepting the verdict, and the learned judge was within his jurisdiction in so treating it, and hearing the application for a new trial. Appeal dismissed.—COUNSEL, Scott Fox; Sparrman. SOLICITORS, E. Ricketts, for



*G. B. Cotton, Ludlow, Chester; Mayhew, Broome, & Griffiths, for Weyman, Ludlow.*

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

#### SMITH v. ROBINSON—2nd June.

LANDLORD AND TENANT—COVENANT TO PAY CHARGES—NUISANCE ARISING FROM CONDITION OF DRAINS—"CHARGES CHARGED ON THE LESSOR IN RESPECT OF THE PREMISES"—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76).

Appeal by the defendant from a decision of the judge of the Westminster County Court in favour of the plaintiff. By lease dated the 19th of March, 1891, the plaintiff, William Smith, demised to the defendant, Alfred Robinson, a house for the term of 17 years at the rent of £60. The lease contained a covenant by the defendant that he "will during the continuance of this demise pay, bear, and discharge all land tax, sewers rate, main drainage rate, and all other rates, taxes, assessments, charges, or impositions whatever, Parliamentary, parochial, or otherwise, which now are or at any time during the continuance of this demise may be taxed, charged, assessed, or imposed upon the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the lessor, his executors, administrators, and assigns, for or in respect of the said premises"; and a covenant to repair in the following terms: "The lessee, his executors, administrators, and assigns, will forthwith put the said premises into complete repair at his and their own expense, and to the satisfaction of the lessor, his executors and administrators, and from time to time, and at all times during the said term hereby granted, at his and their own proper costs and charges, well and sufficiently repair, support, uphold, maintain, pave, cleanse, glaze, amend, and keep the said messuage or tenement and premises hereby demised, with all and singular the appurtenances, and all the walls, pales, posts, rails, pavements, sinks, sewers, drains, gutters, vaults, houses of office, and watercourses thereto belonging, or in any wise appertaining in, by, and with all needful and necessary reparations, when, where, and as often as need or occasion shall require, damage by fire only excepted." The landlord incurred expenses under the Public Health (London) Act, 1891, in remedying nuisances arising from the drains of the house, and he brought an action against the defendant to recover these expenses from him. The county court judge held that these expenses were a charge upon the lessor in respect of the premises, and gave judgment for the plaintiff. The defendant appealed.

THE COURT (MATHEW AND WRIGHT, JJ.) dismissed the appeal. WRIGHT, J., after stating the facts and the covenants above set out, said:—"The case seems to be covered by authority, unless it is distinguishable on the ground that this is not a new drain. We have come to the conclusion that the covenant does apply. The whole matter is statutory, and arises out of the exercise by the local authority of its power to control in the public interest the condition of house property. The 'nuisance' itself may be merely the creation of the statute, *e.g.*, a nuisance only to the health of the occupier himself. The work to be done may be different from that which is necessary to abate a common law nuisance or to satisfy the repairing covenant. The expenses are recoverable by the local authority by statutory means. They are made a charge on the owner. The case is therefore within the words of the covenant, and, that being so, the cases as to new drains and paving expenses apply. Tenants have got off where there was no such word in the covenant as 'charge,' 'duty,' or 'outgoing,' or where there were no words extending to charges upon the owner. But where the words are sufficient we must hold the intention to be that the owner shall get his rent clear of all deductions. Appeal dismissed.—COUNSEL, *Lynden Bell; Chas. Solicitors, Thos. Dyson & Co; Lovell, Son, & Pitfield.*

[Reported by J. E. ALDOUS, Barrister-at-Law.]

#### REG. v. BELLIS—C.C.R., 17th June.

CRIMINAL LAW—ABDUCTION OF CHILD UNDER THE AGE OF FOURTEEN YEARS BY FORCE OR FRAUD—CONSENT INDUCED BY FRAUD UPON PARENT OF CHILD.

Case reserved by Vaughan Williams, J., from the Ruthin Spring Assizes. The prisoner was charged under 24 & 25 Vict. c. 100, s. 56, with having feloniously and unlawfully by force taken away a child under the age of fourteen years with intent to deprive the father of such child of the possession of the said child; a second count substituted an allegation of taking away by fraud for the allegation of taking away by force. The evidence shewed that the prisoner took away the child by means of a fraud upon the mother of the child which induced her to consent to part with the possession of the child. The prisoner's counsel at the assizes cited *Reg. v. Barrett* (15 Cox C. C. 658), and contended, on the authority of that case, that the force or fraud must have been exercised upon the child in order to bring the case within the section, but the judge held that a taking away of a child by a fraud practised upon a parent or guardian was within the section, and so directed the jury, who convicted the prisoner. Section 56 of the 24 & 25 Vict. c. 100 provides that "whosoever shall unlawfully either by force or fraud lead or take away or decoy or entice away or detain any child under the age of fourteen years with intent to deprive any parent, guardian, or other person having the lawful care or charge of such child of the possession of such child . . . shall be guilty of felony."

THE COURT (LORD COLERIDGE, C.J., and HAWKINS, MATHEW, CAYE, and DAY, JJ.) held that the conviction was right.

LORD COLERIDGE, C.J.—The evidence here shews a taking away of a child by means of a fraud practised upon the parent, not upon the child. The case has been stated upon a doubt raised by *Reg. v. Barrett*. In that

case the facts appear to have been sufficient to justify a finding that there had been no fraud upon anybody. But if the learned judge who decided that case went so far as to lay down as a general principle that to bring a case within the section the fraud must be practised upon the child, I must respectfully differ from him. Many cases must occur in which the child is of such an age that it would be absurd to say that the fraud must be on the child. If this case is within the decision in *Reg. v. Barrett* we are of opinion that that decision goes a great deal too far, for in our view it is not necessary that the fraud should be practised upon the child in order to bring a case within the section. I ought to add that, looking at the terms in which the learned judge stated the facts in *Reg. v. Barrett*, I think that he must have been misreported. The decision in that case itself is perfectly good law, and it was quite unnecessary for the learned judge to have gone further, as he is reported to have done.

HAWKINS, MATHEW, CAYE, and DAY, JJ., concurred. Conviction affirmed.—No counsel appeared on either side.

[Reported by T. R. C. DILL, Barrister-at-Law.]

## LEGAL NEWS.

### OBITUARY.

MR. THOMAS FREER, solicitor, of the firm of Freer, Heit & Heit, of Brigg, died on the 3rd inst., at the age of 81 years. He was admitted in 1843, and in 1843 joined the firm of which, at the time of his death, he was senior partner. Mr. Freer held numerous public appointments, including those of clerk to the Brigg and Winterton magistrates; clerk to the Commissioners of the Anchoise Drainage and Navigation; clerk to the Governors of the Brigg Grammar School, and secretary of the Brigg Gas Co. He was also steward of several manors, and a commissioner of sewers. Throughout North Lincolnshire, says a local journal, no one was better known or more universally esteemed. In private life he was most benevolent, and no appeal for assistance in a deserving cause was ever made to him in vain. Local cricket and football clubs found him not only a patron and supporter, but also a friend who could take an enthusiastic personal interest in their progress and successes. Up to a few months ago, Mr. Freer, notwithstanding his advanced age, regularly attended to the duties of his profession, and was remarkably active, energetic, and diligent.

By the death, "ere his prime," of Mr. ROWLAND TORRENS HILL, of the Inner Temple, barrister-at-law, which occurred on the 15th inst., from rapid consumption, the profession has lost a young aspirant of more than ordinary promise. Though called to the bar but three years ago, at the early age of twenty-three, he had already, by his able conduct and advocacy of the various cases entrusted to him, inspired the hope that he would add fresh lustre to the name of Rowland Hill, and prove himself to be a worthy descendant of the founder of the penny post (his grandfather), and of the Recorder of Birmingham, Mr. Matthew Davenport Hill, Q.C. (his grand-uncle). Unfortunately, this hope has been nipped in the bud, but the memory of the young life, that has thus abruptly ended, will long be cherished by sorrowing friends.

### APPOINTMENTS.

MR. DAVID LEWIS, barrister-at-law, Recorder of Swansea, has been appointed County Court Judge of Mid-Wales (Circuit No. 28), in succession to Judge Beraford, who is to be appointed to an English court. Mr. Lewis was called to the bar in 1873, and has practised on the South Wales and Chester Circuit.

MR. FRANCIS C. GORE, barrister-at-law, has been appointed Recorder of Canterbury, in succession to Mr. Meadows White, Q.C. Mr. Gore was called to the bar in 1870.

MR. GEORGE ALBERT BROMET, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Bromet was admitted in November, 1885.

MR. THOMAS WASHINGTON CHAMBERS, solicitor, Brighouse, has been appointed a Commissioner for Oaths. Mr. Chambers was admitted in April, 1887.

MR. HUGH GREENFIELD DOGGETT, solicitor, Bristol, has been appointed a Commissioner for Oaths. Mr. Doggett was admitted in Hilary, 1875, after passing the Final Examination with honours.

MR. HERBERT JOHN FISHER, solicitor, Cardiff, has been appointed a Commissioner for Oaths. Mr. Fisher was admitted in April, 1885.

MR. EDWARD FRANCIS, B.A., LL.M. Camb., solicitor, Stow-on-the-Wold, has been appointed a Commissioner for Oaths. Mr. Francis was admitted in February, 1884.

MR. HENRY WM. GREEN, solicitor, Ludlow, has been appointed a Commissioner for Oaths. Mr. Green was admitted in February, 1881. He is clerk to the magistrates for Clun and Pusslow Division.

MR. EDWARD ALBERT KNIGHT, solicitor, Hastings, has been appointed a Commissioner for Oaths. Mr. Knight was admitted in April, 1887.

MR. EDGAR OLIVER Goss, solicitor, the Vestry House, Laurence Pountney-hill, E.C., has been appointed a Commissioner for Oaths. Mr. Goss was admitted in July, 1885.

MR. THOMAS RICHARD PENDERREL HERBERT, solicitor, Caerleon, Monmouth, has been appointed a Commissioner for Oaths. Mr. Herbert was admitted in April, 1887.

Mr. HENRY BARRETT GROSVENOR HILL, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Hill was admitted in April, 1883.

Mr. CHARLES LYALL HILL, solicitor, 47, Belsize-avenue, Hampstead, N.W., has been appointed a Commissioner for Oaths. Mr. Hill was admitted in July, 1886.

Mr. PERCY NORTHOPE LEE, solicitor, Bradford, has been appointed a Commissioner for Oaths. Mr. Lee was admitted in March, 1885.

Mr. FREDERIC JULIAN MEDFORTH, solicitor, Bridlington, has been appointed a Commissioner for Oaths. Mr. Medforth was admitted in July 1885.

Mr. PERCY NAYLOR, solicitor, Keighley, has been appointed a Commissioner for Oaths. Mr. Naylor was admitted in April, 1887, after passing the Final Examination with honours. He is law clerk to the Haworth Local Board of Health.

Mr. DANIEL OWEN, solicitor, Swansea, has been appointed a Commissioner for Oaths. Mr. Owen was admitted in August, 1884.

Mr. MORTIMER ROOKE, B.A. Oxon., solicitor, 13, Clement's-inn, Strand, W.C., has been appointed a Commissioner for Oaths. Mr. Rooke was admitted in August, 1880.

Mr. ALBERT EDWARD SCORER, solicitor, 9, New-inn, Strand, W.C., has been appointed a Commissioner for Oaths. Mr. Scorer was admitted in July, 1885, after passing the Final Examination with honours. He is London deputy for the sheriff of Lincolnshire, and also for the sheriff of the city of Lincoln.

Mr. HENRY BRODBRICK THOMPSON, solicitor, Newcastle-upon-Tyne, has been appointed a Commissioner for Oaths. Mr. Thompson was admitted in February, 1881.

Mr. ERIC RICHARD WARD, solicitor, Plymouth, has been appointed a Commissioner for Oaths. Mr. Ward was admitted in January, 1887.

Mr. ARTHUR WALKER, solicitor, New Mills, Derby, has been appointed a Commissioner for Oaths. Mr. Walker was admitted in April, 1888.

Mr. ROBERT BORROWMAN, solicitor, 8, Hart-street, Mark-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Borrowman was admitted in April, 1887.

#### CHANGES IN PARTNERSHIPS.

##### DISSOLUTIONS.

CHARLES EDWARD FREEMAN and GEORGE LEWIS BATLEY, solicitors (Brook, Freeman, & Batley), Huddersfield, and 89, Chancery-lane, London. June 3.

FRANK GUSH and ALBERT EDWARD TIMBRELL, solicitors (Gush & Timbrell), 80, Coleman-street, London. May 20. [Gazette, June 16.]

##### GENERAL.

It is announced that civil business will not be taken on the Midland Circuit before the following dates:—Northampton, Thursday, the 29th of June; Leicester, Tuesday, the 4th of July; Lincoln, Tuesday, the 11th of July; Nottingham, Monday, the 17th of July; Derby, Monday, the 24th of July; Birmingham, special juries, not before August 2.

It is announced that the Queen has approved of the use and recognition throughout her Majesty's dominions of the title of Honourable, at present appertaining only locally to members of Executive or Legislative Councils in colonies possessing responsible government, for so long as they may remain entitled thereto.

By the entrance to the Strangers' Gallery of the House of Commons, says the *Daily News*, there hangs a list of Select Committees engaged during the day upon their various inquiries. One entry, which on Tuesday attracted much notice, ran as follows:—"Midwives—(To choose chairman and settle order of proceedings)."

On Monday afternoon at the Imperial Institute Sir Raymond West read a paper on "The Criminal Law and Procedure of the Ancient Hindoos compared with Modern Systems." In the penal sphere, he said, the law of the Hindoos was a striking reflex of their philosophical and ethical conceptions. The general soundness of the theory of sanctions and punishments framed five or six centuries before our era might well excite astonishment when compared with the chaotic state of the penal laws of Europe until a very recent time. In the Hindoo system formulated by Manu penances of the severest kind were prescribed to avert torments in the life to come, but the temporal penalty was well marked as an instrument of social order. The rules of criminal procedure were fitted to the circumstances of the people, and many of them were far less cruel than the procedure in England. The well-planned system of Manu crumbled to decay, because there was no wholesome sense of responsibility amongst the dispensers of justice, and no energizing principle springing from the mass of the people. They now saw in India a striking revival of judicial probity and ability; and there was reason to hope for a complete resurrection of constructive juridical genius.

MANCHESTER CORPORATION.—The Bank of England are authorized to receive tenders for an issue of £1,500,000 Manchester Corporation 1891 Redeemable Stock, bearing interest at 3 per cent. per annum. Tenders must be delivered at the Chief Cashier's Office before two o'clock on Tuesday, the 27th inst., and the minimum price, below which no tender will be accepted, has been fixed at 98 per cent.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### ROYA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, June .....	Mr. Beal	Mr. Godfrey	Mr. Jackson
Tuesday .....	Pugh	Leach	Cloves
Wednesday .....	Beal	Godfrey	Jackson
Thursday .....	Pugh	Leach	Cloves
Friday .....	Beal	Godfrey	Jackson
Saturday, July .....	Pugh	Leach	Cloves
	Mr. Justice STIRLING.	Mr. Justice KERKEWICH.	Mr. Justice ROME.
Monday, June .....	Mr. Carrington	Mr. Rolt	Mr. Ward
Tuesday .....	Lavie	Farmer	Pemberton
Wednesday .....	Carrington	Rolt	Ward
Thursday .....	Lavie	Farmer	Pemberton
Friday .....	Carrington	Rolt	Ward
Saturday, July .....	Lavie	Farmer	Pemberton

#### TRINITY SITTINGS, 1893.

##### COURT OF APPEAL.

###### APPEAL COURT, I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division Sitting in Bankruptcy.

(App motns ex pte—orgl mota—apps from ords made on interlocutory mota and new trial paper if required)

Mon., July 10  
Tuesday ..... New trial paper |  || Wed. .... | 12 |  |
Thurs. ....	13	
Friday .....	14	Bkcy apps and new trial paper
Saturday .....	15	New trial paper
Monday .....	17	(App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final appeals if required)
Tues. ....	18	
Wed. ....	19	Q B final apps
Thursday .....	20	
Friday .....	21	Bkcy apps and Q B final apps
Saturday .....	22	Q B final apps
Monday .....	24	(App motns ex pte—orgl mota—apps from ords made on interlocutory mota & new trial pa if required)
Tuesday .....	25	New trial paper
Wed. ....	26	
Thursday .....	27	Bkcy apps and new trial paper
Friday .....	28	
Saturday .....	29	New trial paper
Monday .....	31	(App motns ex pte—orgl mota—apps from ords made on interlocutory mota and Q B final appeals if required)
Tues., Aug. 1		
Wed. ....	2	Q B final apps
Thursday .....	3	
Friday .....	4	Bkcy apps and Q B final apps
Saturday .....	5	Q B final apps
Monday .....	7	(App motns ex pte—orgl mota—apps from ords made on interlocutory mota and new trial paper if required)
Tuesday .....	8	New trial paper
Wed. ....	9	
Thursday .....	10	Bkcy apps and new trial paper
Friday .....	11	
Saturday .....	12	New trial paper

N.B.—Admiralty Appeals (with Assessors will be taken on days to be appointed by the court.)

SPECIAL NOTICE.—In consequence of the limited state of the Appeal List the above general arrangement will be subject to modification by the Judges, of which due notice will appear in the Daily Cause List.

##### APPEAL COURT, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.

Mon., July 10  
Tuesday ..... Chan final apps |  || Wed. .... | 12 | (App motns ex pte—orgl mota—apps from ords made on interlocutory mota (sep list) and Chan final apps if required) |
Thursday .....	13	
Friday .....	14	Chan final apps
Saturday .....	15	
Monday .....	17	
Tuesday .....	18	

Wed. .... 19 | (App motns ex pte—orgl mota—apps from ords made on interlocutory mota (sep list) and Chan final apps if required) || Thursday ..... | 20 |  |
Friday .....	21	
Saturday .....	22	Chan final apps
Monday .....	24	
Tuesday .....	25	(App motns ex pte—orgl mota—apps from ords made on interlocutory mota (sep list) and Chan final apps if required)
Wednesday .....	26	
Thursday .....	27	
Friday .....	28	Chan final apps
Saturday .....	29	
Monday .....	31	
Tues., Aug. 1		
Wed. ....	2	(App motns ex pte—orgl mota—apps from ords made on interlocutory mota (sep list) and Chan final apps if required)
Thursday .....	3	County Palatine apps and Chan final apps
Friday .....	4	
Saturday .....	5	Chan final apps
Monday .....	7	
Tuesday .....	8	(App motns ex pte—orgl mota—apps from ords made on interlocutory mota (sep list) and Chan final apps if required)
Wed. ....	9	
Thursday .....	10	
Friday .....	11	Chan final apps
Saturday .....	12	

N.B.—Lunacy Petitions (if any) are taken in Appeal Court II. on every Monday at Eleven until further notice.

SPECIAL NOTICE.—In consequence of the limited state of the Appeal List the above general arrangement will be subject to modification by the Judges, of which due notice will appear in the Daily Cause List.

#### HIGH COURT OF JUSTICE.

##### CHANCERY DIVISION.

###### CHANCERY COURT, I.

###### MR. JUSTICE CHITTY.

Mon., July 10  
Tuesday ..... Sitting in chambers |  || Wed. .... | 12 | Non wit list |
Thursday .....	13	
Friday .....	14	Mota and non wit list
Saturday .....	15	(Pets, sht caus, procedure sums, opposed pets, and non wit list)
Monday .....	17	Sitting in chambers
Tuesday .....	18	
Wednesday .....	19	Non wit list
Thursday .....	20	
Friday .....	21	Mota and non wit list
Saturday .....	22	(Pets, sht caus, procedure sums, opposed pets, and non wit list)
Monday .....	24	Sitting in chambers
Tuesday .....	25	
Wednesday .....	26	Non wit list
Thursday .....	27	
Friday .....	28	Mota and non wit list
Saturday .....	29	(Pets, sht caus, procedure sums, opposed pets, and non wit list)
Monday .....	31	Sitting in chambers
Tues., Aug. 1		
Wednesday .....	2	Non wit list
Thursday .....	3	
Friday .....	4	Mota and non wit list
Saturday .....	5	(Pets, sht caus, procedure sums, opposed pets, and non wit list)
Monday .....	7	Sitting in chambers
Tues. ....	8	Mota and non wit list



Wed. .... 9 Remaining mts, remain-  
Thursday .. 10 ing pets, adj sums (proce-  
Friday ..... 11 dure), & non wit list  
Saturday ..... 12

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

N.B.—In the weeks when witness actions are being tried further considerations will not be taken. They will be taken on Tuesdays in the weeks when non-witness actions are being heard.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz. :—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

#### CHANCERY COURT, II.

MR. JUSTICE NORTH.

Mon, July 10.. Sitting in chambers  
Tuesday ..... 11  
Wed. .... 12 General paper  
Thursday ..... 13  
Friday ..... 14 Mts and adj sums  
Saturday ..... 15 Sht caus, pets, and adj sum  
Monday ..... 16 Sitting in chambers  
Tuesday ..... 17  
Wed. .... 18 General paper  
Thursday ..... 19  
Friday ..... 20 Mts and adj sums  
Saturday ..... 21 Sht caus, pets, and adj sum  
Monday ..... 22 Sitting in chambers  
Tuesday ..... 23  
Wednesday ..... 24 General paper  
Thursday ..... 25  
Friday ..... 26 Mts and adj sums  
Saturday ..... 27 Sht caus, pets, and adj sum  
Monday ..... 28 Sitting in chambers  
Tue., Aug. 1  
Wednesday ..... 2 General paper  
Thursday ..... 3  
Friday ..... 4 Mts and adj sums  
Saturday ..... 5 Sht caus, pets, and adj sum  
Monday ..... 6 Sitting in chambers  
Tuesday ..... 7

Tuesday ..... 8 Mts and general paper  
Wednesday ..... 9 Pets by order and gen pa  
Thursday ..... 10  
Friday ..... 11 General paper  
Saturday ..... 12

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

#### LORD CHANCELLOR'S COURT.

MR. JUSTICE STIRLING.

Mon., July 10.. Sitting in chambers  
Tuesday ..... 11  
Wed. .... 12  
Thursday ..... 13 Witness actions  
Friday ..... 14  
Saturday ..... 15  
Monday ..... 16 Sitting in chambers  
Tuesday ..... 17  
Wed. .... 18  
Thursday ..... 19 Witness actions  
Friday ..... 20  
Saturday ..... 21  
Monday ..... 22 Sitting in chambers  
Tuesday ..... 23  
Wednesday ..... 24 General paper  
Thurs. .... 25  
Friday ..... 26 Mts, adj sums, and gen pa  
Saturday ..... 27 Sht caus, pets, adj sums, and gen pa  
Monday ..... 28 Sitting in chambers  
Tue., Aug. 1 Remaining pets, adj sums, and gen pa  
Wednesday ..... 2  
Thursday ..... 3 Adj sums and gen pa  
Friday ..... 4 Mts, adj sums, and gen pa  
Saturday ..... 5  
Monday ..... 6 Sitting in chambers  
Tuesday ..... 7 General paper  
Wed. .... 8 Mts and gen pa  
Thursday ..... 9 Remaining mts & gen pa  
Friday ..... 10  
Saturday ..... 11  
Monday ..... 12 Sitting in chambers

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

#### HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

TRINITY SITTINGS, 1893.

CROWN PAPERS.

For Judgment.

Denbighshire The Queen v Great Western Railway Co Nisi for mandamus to lay and restore railway line  
London The Queen v Jj's, &c of London and London County Council Nisi for prohibition  
London In re London Provident Building Society and Building Society's Act, 1874, & In re Companies Act, 1862 to 1890, between the above-named Soc & Morgan (widow) & anr county court plaintiff's appeal.  
Yorkshire, Leeds Race v Schofield county court defendant Schofield's appeal  
For Argument.  
Essex Bradley & anr v Rose Magistrate's case re-stated—S O till Lawrence, J, and Wright, J, sit together  
Essex The Queen v E N Buxton, Esq & ors, Jj, &c (expte Bradley) Nisi for certiorari for conviction (to come on with No 1)  
Essex The Queen v Same (Ex parte Hyde) Nisi for certiorari for conviction (to come on with No. 1)  
Somersetshire, Taunton G W Ry Co v Sharman County Court dft's app (part heard May 28, 1892, Mathew, J, and Wright, J)  
Middlesex The Queen v Burrows (expte Robinson) Nisi for quo warranto as vestry clerk of Tottenham  
Worcestershire The Queen v Mayor, &c, of Worcester nisi for mandamus to obey order of Local Government Board  
Middlesex The Queen v Guardians of Staines Union (expte Local Government Board) nisi for mandamus to drain Sunbury  
Middlesex The Queen v The Staines Local Board Nisi for mandamus to obey order of Local Government Board at instance of Local Government Board  
Lancashire The Queen v Justices, &c, for the County of Lancaster Nisi for mandamus to hear app against conviction at instance of F Wilson  
Met Pol Dist London County Council v Lawrence & Sons Magistrate's case  
Met Pol Dist The Queen v Marsham, Esq, Met Pol mag and London County Council (expte Ellis) Nisi for certiorari for order  
Cheshire, Birkenhead Stewart v Wright county court defendant's appeal  
Lancashire, Liverpool Edwards v Welsford & Co county court plaintiff's appeal  
Middlesex, Bow Curle v Lester & anr, trustees, &c. County court dft's app  
Middlesex, Westminster Rowan v Young & Co County court dft's app  
Middlesex, Bloomsbury Clarke v Camp County court plt's app  
Middlesex, Westminster Smith v Robinson County court dft's app

Yorkshire (W R) Lower Stafford and Tickhill Highway Board v Hatfield Chase Post Moss Litter Co. Magistrate's case  
Northumberland Aplin v Porritt & ors Magistrate's case  
Lincolnshire, parts of Lindsey Otter v Edgley Magistrate's case  
South Shields The Queen v Wardle, Esq & ors, Jj, &c (expte Dowson) Nisi for certiorari for conviction  
Leicestershire, Ashby-de-la-Zouch The Reservoir Pipe & Fire Brick Manufacturing Co v Phillips county court dft's app  
Surrey, Southwark Fairbairn v Smith & ors county court plt's app  
Devonshire Burrow, jun v Gillingham Magistrate's case  
Surrey, Southwark Scriven Bros & Co v The London Butchers' Hide & Skin Co, ld county court dft's app  
Blandford The Royal College of Veterinary Surgeons v Groves Magistrate's case  
Warwickshire, Birmingham Cornforth & Co v Hougham & anr county court dft's app  
Sussex, Brighton Tester & anr v Smith and ors (Hedgecock, third party) county court dft's and third party's app  
Dorsetshire, Poole Till v Lonnen (Lonnen, clm') County Court plt's app  
Durham Press v Bowes & Partners, ld Magistrate's case  
Kent, Tunbridge Wells Cooper & Son v Addie Bros County Court Charles Birch Addie's app  
Northumberland, Newcastle Patison v Brown & Son County court plt's app  
Northumberland, Newcastle Reel & anr v Shire Moor Coal Co County court dft's app  
Surrey, Farnham and Aldershot Simmonds v Heath County court plt's app  
Cambridgeshire, Newmarket Stevens v Denson & ors County court plt's app  
Rochdale Scott & ors v Wilson & ors Magistrate's case  
Surrey Chertsey Union v Clerk of Peace, Surrey Magistrate's case  
Surrey, Lambeth Parsons v Harris County court dft's app  
Lincolnshire The Queen v Deeping Fen Drainage Trustees (ex parte J. Benner) Nisi for mandamus to maintain and bridge  
Bristol Trustees Bristol Cattle Market v Incorporation of Bristol & ors Magistrate's case  
Yorkshire (W R) Manchester, &c Ry Co v Doncaster Union Quarter Sessions, 12 & 13 Vict c 45, s 11  
Somersetshire King's Sedgemoor, &c Drainage District Board v Somersetshire Drainage Commrs Quarter Sessions Appellants' nisi to quash  
Glamorganshire Jones v Davies Magistrate's case  
Surrey, Kingston Mills v Wheatley & Sons County court dft's app  
Devonshire Chudley v Chudley Magistrate's case  
Yorkshire (W R) Allen v Lamb Magistrate's case  
Surrey, Lambeth Brand v Willoughby County Court dft's app  
Oxfordshire The Queen v Jj's of Oxford (expte Flint) Nisi for mandamus to hear appeal  
Middlesex Atfield v Tyler Magistrate's case  
Suffolk, Lowestoft Baker v Gardner County court dft's app  
Glamorganshire, Merthyr Tydfil Price v Williams County court dft's app  
Gloucestershire Dewhurst v Eddies Magistrate's case  
Cumberland, Whitehaven Holmes v Bain & Co County court dft's app  
Bristol The Queen v Mayor, &c of Bristol (expte Lorymer & anr) Nisi for mandamus to take up award  
Met Pol Dist London County Council v Best & Co Magistrate's case  
London Tylor & Sons v Mansbridge County court  
Durham The Queen v Felling District Local Board (expte Davidson) Nisi for mandamus to approve plans  
Leicestershire Mayor, &c Leicester v Churchwardens, &c Beaumont Leys & ors Quarter Sessions Appellants' nisi to quash  
Leicestershire Mayor, &c Leicester v Churchwardens, &c Anstey & ors Quarter Sessions appellants' nisi to quash  
Lincolnshire, Lincoln Nelson v Roberts county court dft's app  
Middlesex, Brompton Whittaker v Cohen & anr county court dft's app Same v Same  
Northumberland, Morpeth Storey & ors v Armstrong & anr county court dft's app  
Surrey, Wandsworth Tribe & Co v Ward county court Defendant's appeal  
Surrey, Wandsworth Same v Same & C E M Jenkins county court C E M Ward & C E M Jenkins' appeal  
Sunderland Sidgwick v Sunderland Gas Co Magistrate's case  
Hampshire, Bournemouth Donelan v Littler county court Defendant's appeal  
Surrey, Lambeth Dana v Kidd (Palmer, clmt) county court Plaintiff's appeal  
Essex The Queen v Cook, Esq, & anr, Jj, &c, and Salter (expte Doring) Nisi and certiorari for order  
Middlesex, Brompton Evans v Sharp & anr (Gower, clmt) county court Claimant's appeal  
Southampton The Queen v Freshwater, Yarmouth & Newport Ry Co (expte May) Nisi for mandamus to take up award  
Southampton The Queen v Freshwater, Yarmouth and Newport Ry Co (expte Damant) Nisi for mandamus to take up award  
Middlesex The Queen v Guardians of Mile End Old Town (expte Myers) Nisi for mandamus to enforce Vaccination Acts  
Warwickshire, Birmingham Levenberg v Wykes county court Defendant's appeal  
Kent, Gravesend Cullerne & ors v Walker county court Plaintiff's appeal  
Glamorganshire Thorney v Shoot Magistrate's case

Warwickshire, Birmingham Hill v Poppleton & anr (trading, &c) county court Defendant's appeal  
 Shropshire, Ludlow Groom v Shaker county court Defendant's appeal  
 London The Queen v Assessment Committee of St Marylebone (expte Beach) Nisi for mandamus to appoint person to make provisional valuation list  
 Kingston-upon-Hull Hull Docks Co at Kingston-upon-Hull v Guardians, &c, of Sculcoates Union Quarter Sessions Special case 12 & 13 Vict c 45, s 12  
 London Williams v Roehrich Mayor's court plaintiff's appeal  
 Staffordshire, West Bromwich Hadley v Chapman county court Plaintiff's appeal  
 Glamorganshire The Queen v Neath & Brecon Ry Co Nisi for fine and writ of abatement  
 Met Pol Dist Bowyer v The Percy Supper Club ld magistrate's case  
 Glamorganshire, Pontypridd Tucker Bros ld v Norman & Son County court plts' app  
 Durham, Sunderland Brewster (by next Friend) v Sunderland Cycle Co ld County court dfts' app  
 Middlesex, Brompton Hardman & Sons v Collier (trading, &c) County court dft's app  
 Durham N E Ry Co v Heolop magistrate's case  
 Durham Same v Hopps magistrate's case  
 Durham Same v Jackson magistrate's case  
 London Dunn (trading, &c) Girvin & anr Mayor's Court dfts' app  
 Middlesex, Bow Thorne & Co v Campbell County court dft's app  
 Flintshire Halkyn District Mines Drainage Co v Holywell Union Assessment Committee & Churchwardens, &c of Halkyn Parish Same v Said Assessment & Churchwardens, &c of Northop Parish Quarter Sessions applts' nisi to quash  
 Carmarthenshire The Queen v Justices for the County of Carmarthen (expte Llanelly Ry Co) Nisi to hear appeal (In re Llanelly Parish)  
 Carmarthenshire The Queen v Same Nisi to hear appeal (In re Lannon Parish)  
 Berkshire The Queen v Morland, Esq, anr (expte Swinburne & ors) Nisi for mandamus to hear app  
 Herefordshire The Queen v Recorder of Hereford (expte Allington) Nisi for certiorari for order of sessions  
 London Keller (widow) v Lindwall & Co County court Pltff's app  
 Lancashire, St Helens & Widnes In re the Tithe Act, 1891, and In re an appln by Hughes against Rimner County court Rimner's app  
 Yorkshire, Leeds Bagley, Willans & Co v Birstow & anr County court Defts' app  
 London The Queen v Rt Hon the Lord Mayor & anr (expte Boaler) Nisi for certiorari for orders of justices  
 Met Pol Dist Holland & anr v Wallen Magistrate's case  
 Worcestershire Long v Wallen Magistrate's case  
 Essex The Queen v Tottenham & Forest Gate Ry Co (expte Price) Nisi for certiorari for inquisition  
 Middlesex, Westminster Vestry of St Martin-in-the-Fields v Fuller County court Deft's app  
 Middlesex, Clerkenwell Robinson v Whymark County court Deft's appeal

## REVENUE PAPER.

## Causes for Hearing.

Attorney-Gen v Bumsted & anr By English information and answer  
 Attorney-Gen v Felce & anr By English information and answer  
 Attorney-Gen v Worrall By English information and answer  
 Attorney-Gen v Llandislio Commissioners (since dissolved) & ors By English information  
 Attorney-Gen v Jacobs-Smith & ors By English information and answer

## Petitions.

In re Duty on the Estate of the late Sir T. Gresham and In re Customs and Inland Revenue Act, 1885  
 In re Succession Duty on the Estate of R Berridge, dec, and In re Succession Duty Act (16 & 17 Vict c 51)

## Cases Stated as to Income Tax, House, and Stamp Duty.

The Anglo-Continental (late Ollendorff's) Guano Works, Applts, and Bell (Surveyor of Taxes), Respt  
 Green (widow), Applt, and Vivian (Surveyor of Taxes), Respt  
 Rothschild & Sons, Applts, and The Commissioners of Inland Revenue, Respts  
 The Bartholomay Brewing Co (of Rochester) ld, Applts, and Wyatt (Surveyor of Taxes), Respt  
 Attorney-Gen, Informt, and The Milford Docks Co, dfts  
 J Foster & Son ld, applts, and The Commissioners of Inland Revenue, respts  
 The Nobel Dynamite Trust Co ld, applts, and Wyatt (Surveyor of Taxes), respt  
 Lord Walsingham, applt, and Styles (Surveyor of Taxes), respt  
 Clark (Surveyor of Taxes), applt, and Canclutt, respt  
 The Great Western Ry Co, applts, and The Commissioners of Inland Revenue, respts  
 Smith (Surveyor of Taxes), applt, and The Tonic Sol-Y's College, respt  
 Morant (Surveyor of Taxes), applt, and The Wheal Grenville Mining Co, respts

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

HUDSON.—June 16, at 17, Preston-street, Brighton, the wife of John Hudson Hudson, solicitor, of a daughter.  
 POTTER.—June 14, at 45, Mill-lane, West Hampstead, the wife of Arthur Sidney Potter, solicitor, of a son.  
 WHEELER.—June 21, at Beckenham, Kent, the wife of George Brash Wheeler, solicitor, of a daughter.

## MARRIAGES.

JOHNSTONE-VON DER MOEDEN.—June 14, at Immanuel Church, Streatham, Robert Stewart Johnstone, barrister-at-law, District Commissioner of Lagos, to Helena Wilhelmina (Lennie), elder daughter of O. Von der Moeden, of Coventry Hall, Streatham, and 84, Marine-parade, Brighton.  
 TILLOTSON-BROWN.—June 17, at the Parish Church, Preston, Brighton, Francis John Tillotson, Town Clerk of Brighton, to Josephine Ramsden, widow of the late William Martin Brown, of Willeston.  
 WALSH-SCHLOSS.—June 21, at the West London Synagogue, John Felix Waley, barrister-at-law, to Ethel Esther, elder daughter of Daniel Schloss, of 120, Westbourne-terrace, W.  
 WELMAN-BEAN.—June 17, at St. Matthew's, West Kensington, Joseph Welman, of 12, St. Luke's-road, Westbourne-park, solicitor, to Harriet Bean, widow of George Bean, late of Normandy Park, near Guildford.

## DEATH.

HUGHES.—June 14, at 52, Marina, St. Leonard's-on-Sea, George Bilsborrow Hughes, barrister-at-law and retired judge of county court.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

"STAMMERING: Its Treatment," post-free for 13 stamps, written by B. BRASLEY, Apply Brampton-park, Huntingdon, or "Sherwood," Willeston-lane, Brondesbury, London. Stammerers of all ages successfully treated. Boys while being cured thoroughly Educated and Prepared for Examinations by a University Tutor.—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 16.  
 JOINT STOCK COMPANIES.  
 LIMITED IN CHANCERY.

AUTOMATIC BOX CO, LIMITED.—Creditors are required, on or before July 26, to send their names and addresses, and the particulars of their debts or claims, to Arthur John Davis, 3, Tokenhouse-bidge, King's Arms yd. Lewis & Lewis, solrs for liquidator.  
 EXETER INVESTMENT TRUST, LIMITED.—By an order made by Vaughan Williams, J, dated June 7, it was ordered that the voluntary winding up of the company be continued. Taylor & Co, 6, St James st, solrs for petnr.  
 THE MAHARAJAH (MYSORE) GOLD MINING CO, LIMITED.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Maddisons, 1, King's Arms yd.  
 SOUTH AFRICAN FINANCE AND PROSPECTING SYNDICATE, LIMITED.—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Percy Alport Molteno and Walter Cecil Stronge, 314, Winchester House, Old Broad st.  
 SWEDISH RAILWAY EQUIPMENT CO, LIMITED.—Creditors are required, on or before July 24, to send in their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 3, Lothbury.

London Gazette.—TUESDAY, JUNE 20.  
 JOINT STOCK COMPANIES.  
 LIMITED IN CHANCERY.

ANADOL GOLD MINE, LIMITED.—Petn for winding up, presented June 15, directed to be heard on July 8. G R Grant, 41, Norfolk st, Strand. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 7.  
 BALFOURS & CO, LIMITED.—Petn for winding up, presented June 16, directed to be heard on July 8. Newson & Dunn, 4, Cophall bidge, Throgmorton st, solrs for petnm. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 7.  
 LIVERPOOL AND DISTRICT PULSION TELEPHONE CO, LIMITED.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to John Merrett Wade, 5, Fenwick st, Liverpool.  
 NEWPORT (MON) FURNISHING CO, LIMITED.—Creditors are required, on or before Aug 9, to send their names and addresses, and the particulars of their debts or claims, to Alfred R Bear, Victoria Hall, Newport, Mon.  
 NORWICH MUSTARD CO, LIMITED.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Bullmore, Queen st, Norwich. Taylor & Sons, Norwich, and Watson & Everitt, Norwich, joint solrs for liquidator.  
 SALONICA DEDEAGATCH RAILWAY CONSTRUCTION CO, LIMITED.—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to Edward Huybers, 25, Austinfriars. Travers & Co, 4, Throgmorton avenue, solrs for liquidator.  
 THEATRICAL TRUST, LIMITED.—Petn for winding up, presented June 15, directed to be heard on Saturday, July 8. Wm Nevas, 67, Lincoln's inn fields, solr for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 7.  
 TIPPETT, LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Bridgewater, Colmore row, Birmingham. Edge & Ellison, Birmingham, solrs for liquidators.

## FRIENDLY SOCIETIES DISSOLVED.

LOUGHBOROUGH JUNCTION CO-OPERATIVE SOCIETY, LIMITED, 311, Coldharbour lane. June 14  
 STAR OF HOPE LODGE OF INDEPENDENT ODD FELLOWS SOCIETY, Clarendon Inn, Hadden, York. June 14  
 TARDEBIGG FRIENDLY SOCIETY, Lord Windsor's Schoolroom, Tardebigg, Warwick. June 14  
 SUSPENDED FOR THREE MONTHS.  
 ALEXANDER LODGE FRIENDLY SOCIETY, Commercial Hotel, Chapel Town, Pudsey. June 15

CREDITORS' NOTICES.  
 UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 9.

BANNER, Very Rev Canon JAMES, Brentwood, Essex. June 20 Lickorish & Bellard, Queen Victoria st  
 BARR, CHARLES OTTOBY, Finsbury circus, Managing Director of Buncos Ayres Great Southern Railway Co, Ltd. July 21 Wootton & Son, Finsbury circus



BILLING, JOHN, Bonnington sq, Vauxhall, retired Butler July 10 Beaumont & Co, Chancery lane  
 BOBBY, CHRISTOPHER, Ashton upon Mersey, Baker July 19 Heath & Sons, Manchester  
 BROUGHTON, FREDERICK PATRICK, Colchester, Coal Merchant July 17 Marshall & Potter, Colchester  
 BROWN, JOHN, Leytonstone, Essex, Gent July 10 Vincent & Vincent, Budge row  
 BRUCE, PERCY COTES SALTER, Clifton Down, nr Bristol Aug 15 Lawrence & Co, New sq, Lincoln's inn  
 CHURCH, MARTHA GEORGE, Talbot rd, Bayswater July 8 Webster & Webster, Lincoln's inn fields  
 COKE, THOMAS, Ascot Vale, Melbourne, Victoria July 17 Vallance & Vallance, Essex st, Strand  
 CORRELLIS, ELIZA MAREH, Torquay July 10 Bower & Lawford, Norfolk st, Strand  
 COTTON, JOHN, Gray's inn square, Solicitor July 20 Cotton, Gray's inn square  
 COX, GEORGE HENRY, Harborne, Staffs, Architect July 3 H G & J E Hill, Birmingham  
 DEWICK, JOHN MARSHALL, East Retford, Notts, Grocer July 1 Besoby, Retford  
 EMBRECH, PHILIPP, Fallowfield, nr Manchester, Gent July 31 Farrar & Co, Manchester  
 EVANS, WILLIAM, Mountain Ash, Glam, Gent July 30 Leyson, Mountain Ash  
 GARR, WILLIAM, Tavistock crescent Westbourne Park, Licensed Victualler July 6 Milner, Borough High st, Southwark  
 GILL, ELIZA, Clifton, Bristol July 31 Brittain & Co, Bristol  
 GWINNE, SACKVILLE CHARLES JOHN FREDERICK, Carmarthen, Esq July 15 Browne, Carmarthen  
 HAIGH, SARAH ANN, Kirkburton, Yorks July 1 Beld.n & Ackroyd, Bradford  
 HARRISON, RICHARD CUTBERT, Croydon, Surrey, Gent July 31 Allen & Edwards, Great Winchester st  
 HENKO, HENRY, Redhill, Surrey, Esq July 9 Hyde & Co, Ely place  
 HICKS, EDMUND, Broad, Somerset, Gent July 24 Wm Smith & Sons, Weston super Mare  
 HODGSON, ANN, Carlisle Aug 7 Cartmell & Burnett, Carlisle  
 HOLDSWORTH, MARY, Gildersome, Yorks, Widow July 1 Wooler, Leeds and Morley  
 JENKINSON, HANNAH, Carnforth, Lancs July 10 Johnson & Co, Lincoln's inn fields  
 LLOYD, ANNE BISCHOP, Leicester July 24 Owston & Co, Leicester  
 MAYNING, HELEN FANNY, Stutton, Suffolk July 14 Beyroux & Co, Cannon st  
 MASON, THOMAS, Preston, Flagger June 30 Thompson & Oakley, Preston  
 MOODY, ELIZABETH ANN, Englefield Green, Surrey June 24 Wordsworth & Co, Threadneedle st  
 MOORE-LANE, Major General THOMAS GORDON, the Avenue, Ealing June 30 Argles & Co, Gracechurch st  
 MORRIS, FRANCIS, 65 Dover st, Southwark, Fur Merchant June 28 Waring, Borough High st, Southwark  
 MOTHERSOLE, ELIZABETH, Bath July 21 Stone & Co, Bath  
 NAIN, JOHN, Hensingham, Cumberland, Gent July 1 Atkinson & Bennett, Whitehaven  
 PENNERTON, HENRIETTA, Chapel st, Belgrave sq July 6 Hoggoods & Dowson, Whitehall place  
 PRICE, THOMAS, Whalley Range, Manchester, Gent July 6 Heywood & Co, Manchester  
 ROBINSON, WILLIAM, Pinchbeck, Lincs, Farmer July 6 Maples & Son, Spalding  
 SLACK, JOHN, Hayfield, co Derby, Paper Manufacturer July 29 Needham & Co, Manchester  
 SMITH, ISABELLA MARY, INVESTORS terrace, Kensington July 15 Cape & Co, Great George st, Westminster  
 TAYLOR, FREDERICK HERBERT, Leigh, Lancs, Solicitor, July 10 Rowland Taylor, Bolton  
 THOMSON, JOHN ROBERT, Cadogan place, Chelsea, Gent July 14 Allen & Edwards, Great Winchester st  
 TOLLMACHE, Hon FRANCIS LOUISA, Richmond, Surrey July 21 Bertram, Norfolk st, Strand  
 TOMLINSON, WILLIAM JOHN, Northumberland House, Gunnersbury, Esq July 10 Bannister & Co, John st, Bedford row  
 TULLETT, MARGARET, South Shields June 30 Clayton & Gibson, Newcastle upon Tyne  
 UPTON, JOHN, Daventry, retired Baker July 10 Roobe, Daventry  
 WADY, ELIZABETH, Leamington July 31 Wright & Hassalls, Leamington  
 WADY, JOHN, Leamington, Gent July 31 Wright & Hassalls, Leamington  
 WADY, MARY ANN, Leamington July 31 Wright & Hassalls, Leamington  
 WILKIE, CAROLINE, Thrapton, Rothbury, Northumbria July 18 Chapple & Co, Carter lane  
 WOOD, JOSHUA, Earlsheaton, nr Dewsbury, Gent July 1 Wooler, Leeds and Morley

London Gazette.—TUESDAY, JUNE 18.

ALWAY, WILLIAM, Lippiatt Coal Depot, Corham, Wilts, Coal Merchant Aug 9 Simmons & Co, Bath  
 BENNETT, FRANK, St Austell, Cornwall, Gent July 12 Caryon & Stephens, St Austell  
 BLACKLOCK, ELLEN, Didsbury, nr Manchester Aug 2 Farrar & Co, Manchester  
 BOULTON, ROBERT, Norwich, Cabinet Maker July 1 Prior, Norwich  
 BROOK, JOHN, Cuckleston, Yorks, Woollen Carder July 13 Baxter, Huddersfield  
 BROWN, WILLIAM WHITE, Caterham Valley, Surrey, Gent Aug 10 Carter & Barber, Austinfrans  
 CARTER, ROBERT FENY, Southend, Essex, Gent July 10 Woodard & Hood, Billiter st  
 COLLETT, CHARLES, Wolverhampton, Coal Merchant July 8 Court & Ferry, Wolverhampton  
 CROFT, ADOLPHUS, Alexandra rd, St John's Wood, Architect July 13 Coburn, Leadenhall st  
 CROOKS, JAMES, St Helena, retired Timber Merchant July 8 LOMAX, St Helena  
 CUTANCE, ELY, Falmouth, Gent July 13 Jenkins, Falmouth  
 DAVIDSON, GEORGE RANNEY, Liverpool, Commission Agent July 13 Pascock & Co, Liverpool  
 DAVIES, WILLIAM GEORGE, Sydney place, Commercial rd East, Chemist July 29 Swapstone, Guardian's Office, York st West, Ratcliff  
 FORESTER, Rt Hon BARONESS MARY ANNE, Carlton gardens July 31 Farrar & Co, Lincoln's inn fields  
 FORESTER, ISABELLA, Berwick upon Tweed July 8 J C & E Weddell, Berwick upon Tweed  
 HATLEY, ANDREW BURRELL, Clarges st, Piccadilly, Esq July 15 Crawley & Co, Whitehall place  
 HENDERSON, JOHN, Penarth, Glam, Gent August 1 Cousins, Cardiff  
 JONES, CHARLES HENRY STAFFORD, Clifton, Bristol, Esq July 15 A G & N G Heaven, Bristol  
 KIRWAN, JOHN STRATFORD, Bournemouth, Esq July 15 Sharp & Rumsey, Christchurch and Bournemouth  
 LIDDELL, ANNIE, Smithdown lane, Liverpool July 13 Jones & Co, Liverpool  
 LOVE, CAROLINE ROBERTS, St Austell, Cornwall, Silk Mercer August 8 Caryon & Stephens, St Austell  
 MAPPLEBEC, THOMAS, Kingston upon Hull, Gent August 1 Leak & Co, Hull  
 MERCER, JOHN, the younger, 61 Ormond st, Bank Clerk July 3 Lammont, 61 St Helena  
 MILLS, EDWARD MARTIN, Birkenhead, Livery Stable Keeper July 15 Lamb & Taylor, Birkenhead and Liverpool  
 MOFFAT, JOHN, Shanghai, China, Bank Sub-Manager July 12 Harwood & Stephenson, Lombard st  
 MOODY, JOHN, Southsea, Gent August 1 Way & Son, Portsea  
 MOORE-LANE, Major-General THOMAS GORDON, The Avenue, Ealing June 30 Argles & Co, Gracechurch st  
 MORRIS, PETER, Atherton, Lancs, Gent Sept 8 Whitaker, Duxley Lasceter Office, Leicester place  
 PAULET, Field-Marshal Lord WILLIAM, St James' sq July 25 Garrad & Co, Suffolk st, Pall Mall East  
 PERRY, JOHN, Nuthampstead, Barkway, Herts July 3 Fawcett, Royston, Herts and Cullum st  
 POWELL, REY TOWNSEND, Quinton Vicarage, Glos July 17 Crawley, Arnold, & Co, Whitehall place  
 REIS, CAROLINE, Princes gate July 14 Slater, Heelis, & Co, Manchester  
 SEXTON, LOUIS, Pereira st, Bethnal Green, Licensed Victualler July 13 Brown, Corn Exchange avenue, Scething lane  
 SHUTT, MARY ANN, Moxley, Staffs June 21 Slater & Co, Darlaston  
 ST AUBYN, MARTHA, Chertsey, Surrey July 31 Allingham, Bucklersbury  
 TATTERSALL, JOHN, Seaford, Lancs, Builder June 30 Bartlett & Atkinson, Liverpool  
 TONHILL, GEORGE CHARLES, Boston place, Dorset square, Licensed Victualler July 25 Nash, Field & Co, Queen st  
 TURTON, HANNAH, Solly Park, nr Birmingham July 29 Johnson & Co, Birmingham  
 WAKHAM, FRANCES, Braintree, Essex July 1 E Holmes, Bocking, Braintree  
 WATTS, EMMA, Erpingham, Norfolk September 6 Keith, Blake & Co, Norwich  
 WHITEHORN, ELIZA, Clevedon, Somerset, Grocer July 15 Conham, Bristol  
 WHITE, DAVID, Llandudno, Gent September 1 Thorn, Ironbridge, Salop  
 WHITMORE, MARY ANN, Dursley, Glos July 10 Vinard, Wendon & Co, Dursley  
 WILLIS, ANN, Bampton rd, Forest Hill July 31 King & McMillan, Bloomsbury square  
 WOODHOUSE, Lieutenant MORTIMER KEFFEL, R.N Without delay Bell & Co, Lincoln's inn fields  
 WOODING, WILLIAM, Bethnal Green rd, Estate Agent July 8 Voss, Bethnal Green rd  
 YARBLEY, JOHN, Birmingham, Manufacturer July 18 Docker, Birmingham

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JUNE 16.

## RECEIVING ORDERS.

BAILEY, JAMES, Swansea, Commercial Traveller Swansea Pet June 12 Ord June 12  
 BATE, A, late Whitechapel rd, Licensed Victualler High Court Pet May 18 Ord June 13  
 BLAGROVE, CHARLES, Leadenhall st, Consulting Engineer High Court Pet June 13 Ord June 13  
 BOLTON, SIMON, Yeodon, Yorks, Woollen Manufacturer Leeds Pet June 14 Ord June 14  
 BOWER, BENJAMIN, Oldbury, Worcs, Haulier West Bromwich Pet June 13 Ord June 13  
 BRAMALL, WILLIAM, Oldham, Newsagent Oldham Pet June 9 Ord June 9  
 COOKS, HARRY HOLLAND, Nottingham, Licensed Victualler Nottingham Pet June 12 Ord June 12  
 CROFTON, RICHARD, Salford, Baker Salford Pet June 12 Ord June 12  
 CROUCH, JOSEPH MCGREGOR, Baginbun, Jeweller High Court Pet May 16 Ord June 12  
 DALZIEL, GEORGE, EDWARD DALZIEL, and THOMAS BOLTON GILCHRIST SEPTIMUS DALZIEL, Fleet st, Printers High Court Pet June 12 Ord June 12  
 DAVE, THOMAS, Newton Abbot, Devon, Baker Exeter Pet June 14 Ord June 14  
 DAWSON, JOHN EDWARD, Howorth, York, Butcher York Pet June 12 Ord June 12  
 DEKKING, CHARLES, Dalwood, Dorset, Farmer Exeter Pet June 1 Ord June 12  
 DICKS, ARDON, Thorpe Achurch, Northamptonshire, Publisher Northampton Pet May 24 Ord June 10  
 DODD, DAVID, Neath, Glam, Builder Neath Pet June 12 Ord June 12  
 GOULD, THOMAS, late of Bournemouth, Builder Poole Pet May 20 Ord June 12

GRIFFITHS, DAVID, Dowlais, Glam, Printer Merthyr Tydfil Pet June 12 Ord June 12  
 GROVES, FREDERICK HENRY, Sheffield, Tailor Sheffield Pet June 12 Ord June 12  
 GUY, JOSEPH, Madeley, Salop, Beerhouse Keeper Madeley Pet May 26 Ord June 14  
 HAMILTON, ADAM, Worcester, Physician Worcester Pet June 12 Ord June 12  
 HAYNES, HENRY WILLIAM, Alibourne, Wilts, Grocer Newbury Pet June 12 Ord June 12  
 HUGHES, DAVID, Brimcomfery, Glam, Labourer Neath Pet June 13 Ord June 13  
 LAMBERT, THOMAS, Burnley, Tobaccoist Burnley Pet June 13 Ord June 13  
 LEWIS, FRANK, Chalford, Glos, Coffee Tavern Keeper Gloucester Pet June 12 Ord June 12  
 LING, JOHN GUILD, Lowestoft, Plumber 60 Yorkmouth Pet June 8 Ord June 14  
 MADDOCK, WILLIAM EDWARD, Liverpool, Cotton Salesman Liverpool Pet June 12 Ord June 12  
 MARKS, CHARLES, Stafford, Boot Dealer Stafford Pet May 31 Ord June 12  
 PALMER, JAMES, Swansea, Coachbuilder Swansea Pet June 1 Ord June 1  
 PRWELL, WILLIAM HENRY, Derby, Saddler Derby Pet June 12 Ord June 12  
 RACE, TOM, Leeds, General Dealer Leeds Pet June 12 Ord June 12  
 REES, WALTER, Llangennech, Carmarthenshire, Grocer Carmarthen Pet June 10 Ord June 10  
 ROBERTS, DAVID, Bryntirion, Llansaw, Denbighshire, Butcher Portmadoc and Blaenau Ffestiniog Pet June 10 Ord June 10  
 ROBINSON, THOMAS ROSSER, Swansea, Colliery Proprietor Swansea Pet June 12 Ord June 12  
 SHEPARD, SILAS, Salisbury, Innkeeper Salisbury Pet June 13 Ord June 13

SQUIRE, JOHN HENRY, late of Barnsley, Hay Dealer Barnsley Pet June 14 Ord June 14  
 STILES, BROTHERS, Hackmondwicks, Brewers Dewsbury Pet May 19 Ord June 12  
 TALL, LUTHER, Heigham, Norwich, Accountant Norwich Pet June 12 Ord June 12  
 TINKLER, ROBERT RUTTER, Darlington, Labourer Stockton on Tees and Middlesbrough Pet June 13 Ord June 13  
 WATSON, THOMAS HORSFALL, Broad st House, Estate Agent High Court Pet June 12 Ord June 12  
 WESTMORELAND, WILLIAM HENRY, 85 Helen's ter, North Kensington, Chemist High Court Pet June 13 Ord June 13  
 WILLIAMS, DAVID CADIFOR, Aberystwyth, Glam, Draper Neath Pet June 15 Ord June 15  
 WILLIAMS, ROBERT, Cheltenham, Tailor Cheltenham Pet June 13 Ord June 13  
 The following amended notice is substituted for that published in the London Gazette of January 30.—  
 CLAY, WILLIAM HENRY, Penge, Surrey, Tobaccoist Croydon Pet Jan 4 Ord Jan 17

## FIRST MEETINGS.

ADAM, M MERRICK, Vauxhall Bridge-road June 28 at 12 Bankruptcy bldg, Carey st  
 ANNE, EDWARD WILLIAM, Kingston upon Hull, Builder's Labourer June 24 at 11 Off Rec, Trinity House lane, Hull  
 BROWNE, ARTHUR HENRY SPENCE, Dunblough rd, Streatham Common, late Mercantile Clerk June 27 at 12 Bankruptcy bldg, Carey st  
 CAREY, JOHN COURTNEY, Badleigh Salterton, Devon, Cabinet Maker June 28 at 10 The Castle, Exeter  
 CHARLTON, W T, West Woodhouse, Northumbria, Farmer June 23 at 11.30 Off Rec, Fink lane, Newcastle on Tyne

COLLIER, REGINALD DE LA ROCHE, formerly Maddox at June 27 at 11 Bankruptcy bldg, Carey st  
COOK, HARRY HOLLAND, Nottingham, late Licensed Victualler June 23 at 12 Off Rec, St Peter's Church walk, Nottingham  
CREWDSON, RICHARD, Salford, Baker June 26 at 3.30 Ogden's chmbrs, Bridge st, Manchester  
DAWE, THOMAS, Newton Abbot, Devon, Baker June 28 at 11 Off Rec, 13, Bedford circus, Exeter  
DAWSON, JOHN EDWARD, Heworth, York, Butcher June 26 at 11.30 Off Rec, 28, Stonegate, York  
EATON, FREDERICK, Melton Mowbray, Timman June 26 at 12.30 Off Rec, 34, Friar lane, Leicester  
FLETCHER, THOMAS, Streatham, nr Ely, Coal Merchant July 5 at 12 Off Rec, 5, Petty Cur, Cambridge  
GOMER, JAMES, Folkestone, Confectioner June 23 at 9 Off Rec, 73, Castle st, Canterbury  
GORRILL, SARAH ANN, and EDWARD GORRILL, Lancaster, Boot Manufacturers June 20 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester  
GOULD, THOMAS, late of Bournemouth, Builder June 23 at 12.30 Off Rec, Salisbury  
GRIFFIN, JOHN, & Son, Mincing lane, Colonial Brokers June 23 at 12 Bankruptcy bldg, Carey st  
HALLETT, JAMES ALFRED, WILLIAM CHARLES HALLETT, and MILFORD HALLETT, St Martin's pl, Trafalgar sq, Bankers July 4 at 12 Bankruptcy bldg, Carey st  
HERCOCK, DANIEL, Northampton, Northamptonshire, Farmer July 7 at 12 Law Courts, New rd, Peterborough  
HOWELLS, JOHN, North Cornely, Pyle, nr Bridgend, Glam, Carpenter June 21 at 11 Off Rec, 22, Queen st, Cardiff  
LAND, EDWARD, Quedgeley, Glos, Cattle Dealer June 21 at 4 Off Rec, 15, King st, Gloucester  
LEWIS, FRANK, Chalford, Glos, Coffee Tavern Keeper June 21 at 3 Off Rec, 15, King st, Gloucester  
MAKES, CHARLES, Stafford, Boot Dealer July 13 at 10.30 CH Wright, St Martin's place, Stafford  
MITCHELL, JOHN BATTER, Portland, Dorset, Jeweller June 23 at 12.30 Off Rec, Salisbury  
MOSS, HENSHALL (jun), Stoke upon Trent, Brickmaker June 26 at 11.15 Off Rec, Newcastle under Lyme  
MURRAY, ARTHUR, Ashobury, Essex, Poultry Dealer June 23 at 3 Off Rec, 35, Temple chambers, Temple avenue  
PYWELL, WILLIAM HENRY, Derby, Saddler June 23 at 2.30 Off Rec, St James's chmbrs, Derby  
PYZES, SAMUEL, Hackney rd, Clothier June 26 at 2.30 Bankruptcy bldg, Carey st  
REES, WALTER, Llangennech, Carmarthenshire, Grocer June 23 at 11.30 Off Rec, 11, Quay st, Carmarthen  
RICHES, CHARLES, Gorleston, Suffolk, Baker June 21 at 4 Off Rec, 8, King st, Norwich  
SABIN, WILLIAM, Ayl Green, Herts, Dealer June 27 at 11.15 Court house, Luton  
SHEPARD, SILAS, Salisbury, Innkeeper June 27 at 3 Off Rec, Salisbury  
SKINNER, ALFRED THOMAS, Tunbridge Wells, Tailor June 27 at 12.30 24, Railway approach, London Bridge  
SNEE, JOHN, Salford, Provision Dealer June 23 at 3 Ogden's chmbrs, Bridge st, Manchester  
SPENCER, JOHN, Worthing, late Draper June 23 at 12 Off Rec, 4, Pavilion bldg, Brighton  
TAYLOR, ACTON, Bridgmoor, Salop, Clothier June 21 at 11.30 Off Rec, Talbot chmbrs, Shrewsbury  
TERRY, EDWARD, Pall Mall, Architect June 23 at 2.30 Bankruptcy bldg, Carey st  
TOWN, JOSEPH, Overend, nr Halifax, Journeyman Wheelwright June 23 at 11 Off Rec, Townhall chambers, Halifax  
WATERHOUSE, ELI, Wellington, Salop, Grocer June 21 at 2 Off Rec, Talbot chmbrs, Shrewsbury  
WILLIAMS, JOHN, Willenhall, Staffs, Coal Dealer June 23 at 12 Off Rec, Wolverhampton  
WOODWARD, WILLIAM, Heath Town, Wednesfield, Staffs, Cycle Manufacturer June 23 at 11 Off Rec, Wolverhampton

## ADJUDICATIONS.

BAILEY, JAMES, Swansea, Commercial Traveller Swansea Pet June 12  
BAKER, WILLIAM HENRY GREENFIELD, Wednesbury, Baker Walsall Pet May 21 June 8  
BLAGBURN, CHARLES, Leadenhall st, Consulting Engineer High Court Pet June 13 June 13  
BOWER, BENJAMIN, Oldbury, Wores, Haulier West Bromwich Pet June 12 June 12  
BRANALL, WILLIAM, Oldham, Newagent Oldham Pet June 9 June 9  
CHAMBERS, MARY RIGBY, Albert place, Victoria rd, Kensington, Widow High Court Pet Feb 13 June 10  
CLARK, JONATHAN, Wednesbury, Hosier Walsall P.4 May 5 June 12  
CLARK, HENRY EVANS, Chester, Ironmonger Chester Pet June 7 June 14  
COOKE, HARRY HOLLAND, Nottingham, late Licensed Victualler Nottingham Pet June 12 June 12  
CREWDSON, RICHARD, Salford, Baker Salford Pet June 12 June 12  
CURTIS, JOSEPH, Hiley, Yorks, Cabinet Maker Leeds Pet June 3 June 14  
DAWE, THOMAS, Newton Abbot, Devon, Baker Exeter Pet June 14 June 14  
DAWSON, JOHN EDWARD, Heworth, York, Butcher York Pet June 12 June 12  
DODD, DAVID, Neath, Glam, Builder Neath Pet June 12 June 12  
FLETCHER, THOMAS, Streatham, nr Ely, Coal Merchant Cambridge Pet June 13 June 17  
FORSTER, JOHN EDWARD, Elham, Kent, Doctor Canterbury Pet April 6 June 12  
GREENWOOD, MONTAGUE, Fenchurch st, Tailor High Court Pet May 16 June 10  
GRIFFITHS, DAVID, Downals, Glam, Printer Merthyr Tydfil Pet June 13 June 13  
GROVES, FREDERICK HENRY, Sheffield, Tailor Sheffield Pet June 12 June 12  
HAMILTON, ADAM, Worcester, Physician Worcester Pet June 12 June 12  
HARRISON, THOMAS MILNER, and HANNAH HARRISON,

Carnaby, Yorks, Farmers Scarborough Pet April 13 June 13  
HUGHES, DAVID, Briton Ferry, Glam, Labourer Neath Pet June 13 June 13  
IRVINE, R. J., York st, Baker st, Doctor of Medicine High Court Pet April 25 June 9  
JACOBSON, SOLOMON, Torrington sq, Commercial Traveller High Court Pet June 8 June 10  
JOHNSON, THOMAS, Romola rd, Hems hill, Gent High Court Pet Dec 8 June 9  
LAMBERT, THOMAS, Burley, Tobaccoist Barnley Pet June 13 June 13  
LEWIS, FRANK, Chalford, Glos, Coffee Tavern Keeper Gloucester Pet June 12 June 13  
LONG, JOSEPH EDWARD, Dawes rd, Fulham, Upholsterer High Court Pet May 23 June 10  
NETTLETON, GEORGE JOHN, Ramsgate, Tobaccoist Canterbury Pet May 22 June 12  
PALMER, JAMES, Farnham, Coachbuilder Swansea Pet June 1 June 1  
PARKER, JESSE, Northampton, Boot Manufacturer Northampton Pet April 15 June 10  
POND, CHARLES, Albany Court yd, Piccadilly High Court Pet April 25 June 10  
PRICE, JAMES JARVIS, Chester, Draper Chester Pet May 31 June 13  
PYWELL, WILLIAM HENRY, Derby, Saddler Derby Pet June 10 June 12  
RACE, TOM, Leeds, General Dealer Leeds Pet June 12 June 12  
REES, WALTER, Llangennech, Carmarthenshire, Grocer Carmarthen Pet June 10 June 10  
ROBERTS, DAVID, Bryntirion, Llanwrst, Denbighshire, Butcher Portmadoc and Blaenau Ffestiniog Pet June 9 June 9  
ROBINSON, THOMAS ROSSER, Swansea, Colliery Proprietor Swansea Pet June 12 June 12  
ROGERS, ALFRED ERNEST, Darlington, Wire Worker Stockton on Tees and Middlesbrough Pet May 31 June 13  
SAMUEL, LEWIS, Manchester, Furniture Dealer Manchester Pet June 7 June 12  
SHERRATT, GEORGE, Heaton, Staffs, Farmer Macclesfield Pet May 4 June 6  
STRANKS, ERNEST, Manor Park, Essex, Hotel Keeper High Court Pet May 18 June 10  
SHACKLETON, ARTHUR, Bradford, Staff Manufacturer Bradford Pet May 20 June 12  
SHEPARD, SILAS, Salisbury, Innkeeper Salisbury Pet June 13 June 13  
SQUIRE, JOHN HENRY, Barnsley, Hay Dyaler Barnsley Pet June 14 June 14  
TALL, LUTHER, Heigham, Norwich, Accountant Norwich Pet June 12 June 12  
THOMPSON, JAMES, Wigan, Hot Water Engineer Wigan Pet May 31 June 13  
TINN, GEORGE, Bristol, Sheet Iron Manufacturer Bristol Pet April 19 June 12  
TINKLER, ROBERT BUTTER, Darlington, Labourer Stockton on Tees and Middlesbrough Pet June 12 June 13  
TOW, JOSEPH, Overend, nr Halifax, Journeyman Wheelwright Halifax Pet June 10 June 12  
TWEET, JAMES, Weston super Mare, Butcher Bridgwater Pet April 17 June 12  
WATSON, THOMAS HOSFALL, Broad st House, Estate Agent High Court Pet June 12 June 12  
WESTMORELAND, WILLIAM HENRY, 84 Helen's terrace, North Kensington, Chemist High Court Pet June 12 June 12  
WILLIAMS, DAVID CADIFOR, Aberavon, Draper Neath Pet June 13 June 13  
WILLIAMS, EDWARD, HO, nr Rochester, Brickfield Manager Rochester Pet May 15 June 13  
WILLIAMS, ROGER, Cheltenham, Tailor Cheltenham Pet June 13 June 13  
WOLFENDEN, CHARLES HERBERT, Bolton, Stockbroker Bolton Pet May 19 June 10  
The following amended notices substituted for that published in the London Gazette of Jan 27:  
CLAY, WILLIAM HENRY, Fenge, Surrey, Tobaccoist Croydon Pet Jan 4 June 29

London Gazette—TUESDAY, June 21.

## RECEIVING ORDERS.

ADAMSON, JOSEPH JOHN, Handsworth, Staffs, Carriage Builder Birmingham Pet June 17 June 17  
AUSTIN, SAMUEL GEORGE QUINNELL, South Norwood, Surrey, Banker's Clerk Croydon Pet June 16 June 16  
BACON, WALLACE, West End, Street, Somerset, Hawker Wells Pet June 17 June 17  
BAGNALL, JOHN THOMAS, Burton on Trent, Boot Maker Burton on Trent Pet June 6 June 15  
BEAT, JOSEPH, Hastings, Licensed Victualler Hastings Pet June 8 June 17  
BLAND, JOHN, Knaresborough, Yorks, Wheelwright York Pet June 15 June 15  
BLEST, JOHN, Kidderminster, Grocer Kidderminster Pet June 16 June 16  
BRATHER, W. J., Eastleigh, Hants, Oil Merchant Southampton Pet June 1 June 15  
BRADLEY, EDWARD, Birmingham, Publican Birmingham Pet June 17 June 17  
BRADY, HENRY, Leicester, Milk Dealer Leicester Pet June 2 June 15  
BULL, RICHARD, Carlisle, Grocer Carlisle Pet June 17 June 17  
BURDEN, STEPHEN, Grangetown, Cardiff, Grocer Cardiff Pet June 16 June 16  
CHAMBERS, ENOS, Raunds, Northamptonshire, Innkeeper Northampton Pet June 16 June 16  
CLARK, JOE THOMAS, Hanley, Builder Hanley Pet May 16 June 16  
CLARK, GEORGE, and DAVID EVANS JOHN, Swansea, Fishers Swansea Pet June 16 June 16  
CRIPPS, WILLIAM, Wrotham, Kent, Farmer, Tunbridge Wells Pet June 17 June 17  
DAVIS, JOSEPH, Sparkbrook, Birmingham, Baker's Assistant Birmingham Pet June 16 June 16

DICKINSON, SAMUEL, Woolsey, Grimsby, Stonemason Gt Grimsby Pet June 17 June 17  
DOLBY, WILLIAM PARRY, Stamford, Printer Peterborough Pet June 6 June 16  
DORING, HENRY, Gray, Essex, Butcher Rochester Pet May 15 June 15  
EADIE, RICHARD EYRES, St Paul st, Islington, Ivory Turner High Court Pet June 16 June 16  
EVERETT, HENRY WILLIAM, Oxford st, Tobaccoist High Court Pet May 31 June 10  
FERGUSON, ROBERT, Leeds, Draper's Traveller Leeds Pet June 16 June 16  
FIELDING, CHARLES EDWARD, Nelson, Lancs, Potato Merchant Burnley Pet June 17 June 17  
GANT, ARTHUR JOHN, Brighton, Solicitor Brighton Pet June 3 June 15  
GOODALL, IRVING JOHN, Cleeve Hill, nr Cheltenham, Farmer Cheltenham Pet June 15 June 15  
HEWITT, T. H., 84 Swinith's lane, Insurance Under writer at Lloyd's High Court Pet May 1 June 16  
HUGHES, H. SEYMOUR, Eccleston sq High Court Pet May 27 June 16  
HUGHES, THOMAS, Downals, Glam, Carpenter Merthyr Tydfil Pet June 16 June 16  
HUME, JOHN, Cambridge, Tailor Cambridge Pet June 16 June 16  
HUMPHREY, ROBERT, Gt Aytton, Yorks, Tailor Stockton on Tees and Middlesbrough Pet June 15 June 15  
HUNT, EDWARD, York, Accountant York Pet June 17 June 17  
HYDE, WILLIAM, Market Stainton, Lincs, Solicitor Great Grimsby Pet June 14 June 14  
JACKSON, ELIZABETH, MARY ANN JACKSON, and ALICE JACKSON, Leeds, Temperance Hotel Keepers Leeds Pet June 15 June 15  
JAMES, JOHN, Pontycymmer, Glam, Baker Cardiff Pet June 15 June 15  
KIESLING, ALBERT, Liverpool, Plumber Liverpool Pet June 16 June 16  
KINO, JAMES EDWARD, and ALFRED KINO, High Holborn, Tailors High Court Pet June 17 June 17  
KNOWLES, HENRY, Chesterfield 1, Derbyshire, Builder Chesterfield Pet June 15 June 15  
LAMPARD, CHARLES, Southwick st, Star st, Paddington, Licensed Victualler High Court Pet June 16 June 16  
LEGGOTT, THOMAS GEORGE, Gorleston, Norfolk, Carpenter Great Yarmouth Pet June 17 June 17  
LYTH, ALFRED, Burslem, Staffs, Clothier Burslem Pet June 14 June 14  
NEWMAN, JOSIAH, Leominster, Herefordshire, Grocer Leominster Pet June 8 June 15  
NICHOLAS, JOHN SAMUEL, Daveyry, Jeweller Northampton Pet June 14 June 14  
PENNEY, WALTER BARNES, Antill rd, Page Green, Tottenham, Licensed Victualler's Manager Edmonton Pet June 17 June 17  
PETRE, ALFRED, Clapham, Surrey Wandsworth Pet May 29 June 15  
PONCHIELLI, GUGLIELMO, Charterhouse st, Provision Merchant High Court Pet June 17 June 17  
POWELL, DYFEG, Garwath, Nantyglo, Mon, Grocer Tredgar Pet June 16 June 13  
PRICE, WILLIAM JAMES, Cirencester, Glos, Fly Proprietor Swindon Pet June 16 June 16  
SALT, ELIZABETH, John st, Edgware rd, Widow High Court Pet May 13 June 15  
SIMMONDS, STEPHEN GEORGE, Landport, Carpenter Portsmouth Pet June 15 June 15  
SPENCE, THOMAS, Newcastle on Tyne, Temperance Hotel Proprietor Newcastle on Tyne Pet June 17 June 17  
TAYLOR, CHARLES ERNEST, Coldershaw rd, Ealing Dean Stationer Brentford Pet June 14 June 14  
TENNANT, WILLIAM JOHN, Duddinghurst, Essex, Grocer Chelmsford Pet June 14 June 14  
THOMAS, EDWARD, Woolwich, Writer in the Royal Arsenal Greenwich Pet June 13 June 13  
TOOPE, THOMAS CHARLES, Knaresborough, Yorks, Veterinary Surgeon York Pet June 15 June 15  
TURNON, JOSEPH, Nottingham, late Joiner Nottingham Pet June 17 June 17  
WADDELL, FREDERICK, Grantham, Dairyman Nottingham Pet June 5 June 16  
WATKINS, WILLIAM, Earlswood, Warwickshire, Innkeeper Birmingham Pet June 5 June 14  
WATSON, LOUIS, Liverpool, late Licensed Victualler Liverpool Pet June 15 June 15  
WHITE, HENRY, Pontypridd, Butcher Pontypridd Pet June 16 June 16  
WHITTING, JAMES, Thornaby on Tees, Yorks, Horse Slaughterer Stockton on Tees and Middlesbrough Pet June 16 June 16  
WILLIAMS, MAURICE, Chadock lane, Teacher of Chemistry High Court Pet June 15 June 15  
WILLIAMS, WALTER JOHN, Newport, Mon, Baker Newport, Mon Pet June 16 June 16  
WILSON, BENJAMIN, Armley, Leeds, Milk Dealer Leeds Pet June 16 June 16  
WOOD, WILLIAM, Thirsk, Yorks, Plumber Northallerton Pet June 14 June 14

## FIRST MEETINGS.

BAGNALL, JOHN THOMAS, Burton on Trent, Boot Maker Burton on Trent at 2.30 Midland Hotel, Station st, Burton on Trent  
BAUMER, ARCHER, Anerley, Surrey, Insurance Surveyor June 29 at 11.30 24, Railway approach, London Bridge  
BLAND, JOHN, Knaresborough, Yorks, Wheelwright June 27 at 12.30 Off Rec, 28, Stonegate, York  
BLACK, ROBERT, Liverpool, late Grocer June 28 at 8 Off Rec, 33, Victoria st, Liverpool  
BRADY, HENRY, Leicester, Milk Seller June 29 at 8 Off Rec, 34, Friar lane, Leicester  
BRANALL, WILLIAM, Oldham, News Agent June 29 at 8 Off Rec, Bank chmbrs, Queen st, Oldham  
BURBIE, JAMES, Hugh Burbie, and EDWARD SPENCER, Liverpool, Oleo Manufacturers July 4 at 3 Off Rec, 25, Victoria st, Liverpool



CROSS, JOHN HERRERT, Didsbury, Lancs, Mercantile Clerk June 27 at 11.30 Off Rec, County chbrs, Market place, Stockport

CURTIS, JOSEPH, Hkley, Yorks, Cabinetmaker June 28 at 12 Off Rec, 22, Park row, Leeds

DENNING, CHARLES, Dalwood, Dorset, Farmer July 7 at 10.30 Off Rec, 13, Bedford chbrs, Exeter

DODD, DAVID, Neath, Glam, Builder June 28 at 12 Off Rec, 31, Alexandra rd, Swansea

DORING, HENRY, Grays, Essex, Butcher June 29 at 11.30 Off Rec, Rochester

EDGAR, PETER ALBERT, late High st, Putney, Professional Nurse June 27 at 12 Bankruptcy bldg, Carey st

EDWARDS, SIDNEY, St John's, Sevenoaks, Butcher June 28 at 3 21, Railway app, London Bridge

GARDNER, HENRY, Chadderton, Lancs, Joiner June 27 at 11 Off Rec, Bank chbrs, Queen st, Oldham

GRIFFITHS, DAVID, Dowlais, Glam, Printer June 28 at 12 Off Rec, Merthyr Tydfil

GUY, JOSEPH, Madeley, Salop, Beechouse Keeper July 12 at 1.30 County Court Office, Madeley

HALCROW, CHARLES ROBERT, Southport, Furniture Dealer June 28 at 2 Off Rec, 35, Victoria st, Liverpool

HODGSON, JAMES, Middlesbrough, Grocer June 28 at 3 Off Rec, 8, Albert rd, Middlesbrough

HOLLIDAY, WILLIAM HENRY, Battersea, Surrey, formerly Corn Chandler June 28 at 11.30 24, Railway approach London Bridge

HOPKINS, WILLIAM, Ystrad Rhondda, Glam, Outfitter June 27 at 12 Off Rec, Merthyr Tydfil

HUMPH, JOHN, Cambridge, Tailor July 5 at 12.15 Off Rec, 5, Petty Cury, Cambridge

HURT, EDWARD, York, Accountant June 30 at 12.15 Off Rec, 23, Stonegate, York

JONES, ANNE, and ELIZABETH JONES, St Leonard's on Sea, Boarding house Keepers June 27 at 12.30 Young & Son, Bank bldgs, Hastings

KING, JAMES EDWARD, and ALFRED KING, High Holborn, Tailors June 27 at 2.30 Bankruptcy bldg, Carey st

MARSHALL, CHARLES EDWARD, St Leonard's on Sea, Schoolmaster June 27 at 2 Young & Son, Bank bldgs, Hastings

MORSE, ALEXANDER, Reading, Outfitter June 28 at 3 Off Rec, 95, Temple chbrs, Temple avenue

PARKER, JESSE, Northampton, Boot Manufacturer June 28 at 11.30 County Court bldg, Northampton

FRITCHETT, WILLIAM, Aston, Birmingham, Retail Brewer June 28 at 11 23, Colmore row, Birmingham

SAMUELS, SAM, Leeds, Boot Manufacturer June 28 at 11 Off Rec, 22, Park row, Leeds

SANDS, HENRY WILLIAM, Croydon, Surrey, Carman June 28 at 11.30 21, Railway app, London Bridge

SIMMONDS, STEPHEN GEORGE, Landport, Carpenter July 4 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth

SMITH, JOSEPH WILLIAM, Watford, Herts, Grocer June 27 at 3 Off Rec, 95, Temple chbrs, Temple avenue

STOCKER, ALEXANDER RICHMOND, Aldersgate st June 29 at 2.30 Bankruptcy bldg, Carey st

THOMAS, JOHN, Clydach Vale, Tonypandy, Glam, Grocer June 27 at 3 Off Rec, Merthyr Tydfil

TOOPER, THEODORE CHARLES, Knaresborough, Yorks, Veterinary Surgeon June 29 at 12.30 Off Rec, 28, Stonegate, York

TURBELL, WILLIAM, Newcastle on Tyne, Stationer June 28 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

WALTON, ERNEST GEORGE (Separate Estate), Birmingham, Undertaker June 30 at 11 23, Colmore row, Birmingham

WALTON, GEORGE, and ERNEST GEORGE WALTON, Smethwick, Staffs, Builders June 30 at 11 23, Colmore row, Birmingham

WALTON, GEORGE (Separate Estate), Smethwick, Undertaker June 30 at 11 23, Colmore row, Birmingham

WEBB, HENRY THOMAS, Marlow rd, Anerley, Commission Agent June 29 at 12 Bankruptcy bldg, Carey st

WESTMORELAND, WILLIAM HENRY, St Helen's terrace, North Kensington, Chemist June 28 at 2.30 Bankruptcy bldg, Carey st

WILLIAMS, ROGER, Cheltenham, Tailor July 1 at 4.15 County Court bldg, Cheltenham

WILLIAMS, TOM HENRY, Bristol, Outfitter June 27 at 12 Off Rec, 31, Alexandra rd, Swansea

WOSSAM, SAMUEL WILLIAM, Idol lane, Civil Engineer June 28 at 12 Bankruptcy bldg, Carey st

The following amended notice is substituted for that published in the London Gazette of June 18:—

SENNER, ALFRED THOMAS, Tunbridge Wells, Tailor June 27 at 12.30 21, Railway app, London Bridge

## ADJUDICATIONS.

AUSTIN, SAMUEL GEORGE QUINELL, South Norwood, Surrey, Binker's Clerk Croydon Pet June 15 Ord June 16

ATYLER, JOHN EVANS FREEKE, Bishopsgate st High Court Pet Mar 4 Ord June 16

BACON, WALLACE, West End, Street, Somerset, Hawker Wells Pet June 17 Ord June 17

BAGNALL, JOHN THOMAS, Burton on Trent, Boot Maker Burton on Trent Pet June 6 Ord June 15

BLACK, ROBERT, Liverpool, late Grocer Liverpool Pet May 19 Ord June 17

BLAND, JOHN, Knaresborough, Yorks, Wheelwright York Pet June 14 Ord June 15

BLEST, JOHN, Kildermister, Grocer Kildermister Pet June 16 Ord June 16

BULL, RICHARD, Carlisle, Grocer Carlisle Pet June 17 Ord June 17

BURDEN, STEPHEN, Grangetown, Cardiff, Grocer Cardiff Pet June 16 Ord June 16

CHAMBERS, EROS, Raunds, Northamptonshire, Innkeeper Northampton Pet June 16 Ord June 16

CLARKE, GEORGE, and DAVID EVANS JOHN, Swansea, Painters Swansea Pet June 16 Ord June 16

CLARKE, WILLIAM, Taunton, Boot Dealer Taunton Pet June 3 Ord June 17

DENNING, CHARLES, Dalwood, Dorset, Farmer Exeter Pet May 31 Ord June 16

DICKINSON, SAMUEL, Weelsby, Grimaby, Stopemason Gt Grimsby Pet June 17 Ord June 17

EADES, RICHARD EYRES, St Paul's st, Islington, Ivory Turner High Court Pet June 16 Ord June 18

FERGUSON, ROBERT, Leeds, Draper's Traveller Leeds Pet June 16 Ord June 16

FINER, THOMAS OWEN, Bermondsey Wall, Wharfinger High Court Pet May 23 Ord June 16

GEORGE, FREDERICK, Chipping Norton, Oxon, Doctor of Medicine Oxford Pet May 29 Ord June 7

GOODALL, IRVING JOHN, Cleeve Hill, Cheltenham, Farmer Cheltenham Pet June 15 Ord June 15

HUGHES, ROBERT JAFFRAY, Wimbledon, Surrey, Physician Kingston Pet May 20 Ord June 16

HUGHES, THOMAS, Dowlais, Glam, Carpenter Merthyr Tydfil Pet June 16 Ord June 16

HUM, JOHN, Cambridge, Tailor Cambridge Pet June 16 Ord June 16

HUMPHREY, ROBERT, Great Ayton, Yorks, Tailor Stockton on Tees and Middlesbrough Pet June 15 Ord June 15

JACKSON, ELIZABETH, MAY ANN JACKSON, and ALICE JACKSON, Leeds, Temperance Hotel Keepers Pet June 15 Ord June 15

JAMES, JOHN, Pontyycymmer, Glam, Baker Cardiff Pet June 15 Ord June 15

KIESLING, ALBERT, Liverpool, Plumber Liverpool Pet June 16 Ord June 16

KNOWLES, HENRY, Chesterfield, Derbyshire, Builder Chesterfield Pet June 14 Ord June 15

LAMFARD, CHARLES, Southwick st, Star st, Paddington, Licensed Victualler High Court Pet June 16 Ord June 16

LEE, SAMUEL, Dewsbury, Wool Merchant Dewsbury Pet April 28 Ord May 20

LEGGETT, THOMAS GEORGE, Gorleston, Norfolk, Carpenter Great Yarmouth Pet June 17 Ord June 17

LEWIS, WILLIAM, jun, Caterham, Dorset, Farmer Dorchester Pet April 21 Ord June 17

LIDDINGTON, VALENTINE, Silverstone, nr Towcester, Northamptonshire, Timber Merchant Northampton Pet April 27 Ord June 14

MADDOCK, WILLIAM EDWARD, Liverpool, Cotton Salesman Liverpool Pet June 12 Ord June 16

MEAGER, THOMAS HENRY, and WALTER JAMES MEAGER, Cardiff, Cycle Agents Cardiff Pet June 10 Ord June 11

MOSE, HENSHALL, jun, Trent Vale, Stoke on Trent, Brick Maker Stoke on Trent Pet June 1 Ord June 16

PARRATT, JAMES, Farnham, Surrey, Builder Guildford and Godalming Pet June 9 Ord June 17

PENNEY, WALTER BARNES, Antill rd, Page Green, Tottenham, Licensed Victualler's Manager Edmonton Pet June 17 Ord June 17

POWELL, DRUID, Greenwich, Nantyglo, Mon, Grocer Tregaron Pet June 14 Ord June 16

PYER, SAMUEL, Hackney rd, Clothier High Court Pet May 20 Ord June 16

ROGERS, EDWARD, Bristol, Coachbuilder Bristol Pet June 1 Ord June 15

SANDS, HENRY WILLIAM, Croydon, Surrey, Carman Croydon Pet June 3 Ord June 13

SANFORD, HENRY, Bromley, Kent, Builder Croydon Pet April 10 Ord June 13

SIMMONDS, STEPHEN GEORGE, Landport, Carpenter Portsmouth Pet May 30 Ord June 15

SMITH, WATSON, New Broad st, Accountant High Court Pet May 23 Ord June 16

SPIERCE, THOMAS, Newcastle on Tyne, Temperance Hotel Proprietor Newcastle on Tyne Pet June 17 Ord June 17

SPIERCE, JOHN, Worthing, late Draper Brighton Pet June 6 Ord June 16

STOCKER, ALEXANDER RICHMOND, Aldersgate st High Court Pet April 29 Ord June 16

THOMAS, EDWARD, Woolwich, Writer in the Royal Arsenal Greenwich Pet June 13 Ord June 13

THOMAS, LALAVIN ROBERT ILLYD, Cleeve Hill, nr Cheltenham, Racing Stable Proprietor Cheltenham Pet Dec 9 Ord June 15

THOMPSON, THOMAS, Angel st, Throgmorton st, Stock Dealer High Court Pet April 29 Ord June 17

TOOPER, THEODORE CHARLES, Knaresborough, Yorks, Veterinary Surgeon York Pet June 15 Ord June 15

TUBBS, BENJAMIN, Warborough, Oxon, Farmer Oxford Pet June 5 Ord June 12

TURTON, JOSEPH, Nottingham, late Joiner Nottingham Pet June 17 Ord June 17

WATSON, LOUIS, Liverpool, late Licensed Victualler Liverpool Pet June 15 Ord June 15

WATSON, WILLIAM, Eckington, Worcs, Brewer Worcester Pet April 28 Ord June 16

WHITING, JAMES, Thornaby on Tees, Yorks, Horse Slaughterer Stockton on Tees and Middlesbrough Pet June 16 Ord June 16

WHITTAKER, JOHN, and MARY ALSTON, Bacup, Lancs, Coach Builders Oldham Pet May 2 Ord June 12

WILLIAMS, MAURICE, Chancery lane, Teacher of Chemistry High Court Pet June 15 Ord June 15

WILSON, BENJAMIN, Arnsley, Leeds, Milk Dealer Leeds Pet June 16 Ord June 16

WOOD, WILLIAM, Thirsk, Yorks, Plumber Northallerton Pet June 14 Ord June 14

WOODS, GEORGE, Harlington, Northampton, Farmer Northampton Pet May 5 Ord June 16

WOODWARD, WILLIAM, Heath Town, Wednesfield, Staffs, Cycle Manufacturer Wolverhampton Pet June 3 Ord June 16

## SALES OF ENSUING WEEK.

June 26.—Messrs. BAKER & SOXS, in a Marquee on the Estate, Building Plots (see advertisement, June 3, p. 6).

June 27.—Messrs. BEARD & SOX, at the Mart, E.C., at 12 o'clock, Freehold and Leasehold Properties (see advertisement, June 17, p. 571).

June 27.—Messrs. BELTON & SOXS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, June 17, p. 571).

June 27.—Messrs. DRYER & CO., at the Mart, E.C., at 2 o'clock, Freehold Residential Estates (see advertisement, June 3, p. 6).

June 27.—Messrs. NORTON, TRIST, & GILBERT, at the Mart, E.C., at 2 o'clock, Investments (see advertisement, June 3, p. 7).

June 28.—Messrs. BAKER & SOXS, in a Marquee on the Estate, at 2.30 o'clock, Freehold Building Sites (see advertisement, June 3, p. 6).

June 28.—Messrs. DANIEL SMITH, SOX, & OAKLEY, at the Mart, E.C., at 1 for 2 o'clock, Freehold Residential and Sporting Estate, also Freehold and part Copyhold Estate (see advertisement, June 3, p. 1).

June 28.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Properties and Ground Rents (see advertisement, June 3, p. 5).

June 28.—Messrs. WALTON & LEE, at the Mart, E.C., at 2 o'clock, Freehold Residential Property (see advertisement, June 3, p. 7).

June 29.—Messrs. BAKER & SOXS, in a Marquee on the Estate, Freehold Building Land (see advertisement, June 3, p. 6).

June 29.—Messrs. BRADLEY, WOOD, & CO., at the Mart, E.C., at 2 o'clock, Freehold Estate (see advertisement, June 17, p. 571).

June 29.—Messrs. BRADLEY, WOOD, & CO., at the Mart, E.C., at 2 o'clock, Freehold Estate (see advertisement, June 3, p. 5).

June 29.—Messrs. FARRERBROTHER, ELLIS, CLARK, & CO., at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, June 3, p. 3).

June 30.—Messrs. ELLIS & SOX, at the Mart, E.C., at 2 o'clock, Leasehold Residence (see advertisement, this week, p. 522).

June 30.—Messrs. NORTON, TRIST, & GILBERT, at the Mart, E.C., Freehold Investment (see advertisement, June 3, p. 7).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

# WAUKENPHAST,

60, HAYMARKET, LONDON, S.W.

Gentlemen's Shooting and Tour Boots.

Ladies Glacé Kid Boots and Shoes, all the latest styles.

Riding Boots of every kind, all Hand Sewn.



## WAUKENPHAST, Ltd.,

Haymarket, S.W. 37, King William Street, London Bridge, E.C. 453, Oxford Street, W.

## STAMFORD HILL.

Attractive semi-detached Residence, held of the Ecclesiastical Commissioners for a term, having 89½ years to run. With possession.

**MESSRS. ELLIS & SON** are directed to **SELL BY AUCTION**, on **FRIDAY**, the 30th day of **JUNE**, at **TWO** precisely, a semi-detached **RESIDENCE**, No. 181, Bethune-road, very conveniently situated between Stoke Newington and Stamford-hill Stations on the G. E. Railway, an open position commanding a delightful lake view over the New River Water Company's extensive reservoir. It contains six bed chambers, dressing and bath rooms, dining room, drawing room, and library, with excellent domestic offices, and a small secluded garden. Let to Mr. F. Jones at a rent of £75 per annum, but vacant possession will be given at Michaelmas next. Held for an unexpired term of 89½ years from Michaelmas next at a ground-rent of £12 per annum.

Printed particulars and conditions of sale may be had of Messrs. Francis & Cauley, Solicitors, No. 9, Austinfrance, E.C.; at the Mart; or of Messrs. Ellis & Son, Auctioneers and Estate Agents, 45, Fenchurch-street, E.C.

**LEITH HILL, OCKLEY, WOTTON, and NEWDIGATE.** The most lovely residential neighbourhood in Surrey.—Charming Freehold Estates, with fine building sites and beautifully timbered. In the immediate vicinity of Leith-hill and Ockley.

**MESSRS. KING & CHASEMORE** have received instructions to **SELL BY AUCTION**, at the **MART**, Tokenhouse-yard, London, E.C., on **MONDAY**, **JULY 3rd**, at **TWO** o'clock in the afternoon, all those valuable and exceedingly desirable **FREEHOLD ESTATES**, known as **Ruckman's and Boswell's**, charmingly situated on very high ground, at **Oakwood-hill**, in the immediate vicinity of **Leith-hill, Wotton, and Ockley**, commanding very extensive and beautiful views, and admirably adapted for residential purposes, as follows:—

**Lot 1.**—Meadow Land, finely timbered, with extensive main road frontage ... 11 2 30  
**Lot 2.**—Arable and Woodland well-timbered, with magnificent building site ... 26 0 2  
**Lot 3.**—Ruckman's Estate, finely-timbered, and delightful views, capital farmhouse and agricultural buildings, and undulating meadow, arable, and woodland ... 137 1 34  
**Lot 4.**—Boswell's Farm. Well-timbered meadow, arable, and woodland, with fine building sites, and very extensive main road frontages ... 117 1 29

**Also**  
**Lot 5.**—Halebridge Farm, with good farmhouse, usual buildings, and well-timbered meadow, arable, and woodland ... 230 3 37  
 The above are free of land tax.

Particulars, plans, and conditions of sale may be obtained of **F. T. Rushton, Esq., Solicitor**, 14, New-inn, Strand, London, W.C.; and of Messrs. King & Chasemore, Land and Timber Surveyors, Horsham, Sussex.

**MESSRS. ROBT. W. MANN & SON,** SURVEYORS, VALUERS, AUCTIONEERS, HOUSE AND ESTATE AGENTS, **ROBT. W. MANN, F.S.I., THOMAS R. RAYSON, F.S.I., J. BAUGHMAN MANN, F.S.I., W. H. MANN,** 2, Lower Grosvenor-place, Eaton-square, S.W., and 32, Lowndes-street, Belgrave-square, S.W.

**MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square**, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

**SOUND FREEHOLD INVESTMENT.**—Thoroughly well-built Detached Residence, with large garden, let on lease at £100, and three others let at £54, £50 and £50 respectively (all in first-rate order), to be sold for £5,500, or would be divided.—Apply to Messrs. Woods & Beelling, 19 and 20, Walbrook, E.C.

**FREEHOLD SHOP PROPERTY.**—Two old-established Shops in well-known thoroughfare, producing £115 per annum, offering secure investment for trust fund, to be sold for £1,500.—Apply to Messrs. Woods & Beelling, 19 and 20, Walbrook, E.C.

**TO BE SOLD, A Bargain**, an extra well-built semi-detached Villa, with good garden, at the very low price of £600 (cost more to build). Similar house letting at £65 per annum.—Apply to **SURVEYOR**, 2, Telford-avenue, Streatham-hill, S.W.

**REVERSIONS.**—The Reversion Mortgage Trust Purchase or makes Advances upon Reversions and Life Interests at 4½ per cent. per annum. Reversions to Funds in Court Advanced on at 4 per cent. per annum. Advances on Securities of this description can be completed in a few days. No charge made unless business results.—Full particulars on application to Messrs. **FELDMAN**, 94, New Bridge-street, Ludgate-circus, London.

**TRUST MONIES.**—To Solicitors, Trustees, and others who have Trust Monies against first-class Securities, such as Freeholds and Leaseholds, in this country; please state amount offered and interest required, whether on freehold, leasehold or otherwise.—**M. LAON**, Mortgage Broker, Broad-street-avenue, London, E.C.

**SOLICITORS** and Others will find excellent Office to be let in Safe Deposit Buildings, Chancery-lane, close to the Law Courts and her Majesty's Patent Office; electric light and hand porter; boy messenger boxes.—Apply **COLLIER'S OFFICE**, 68, Chancery-lane.

## MANCHESTER CORPORATION 1891 REDEEMABLE STOCK.

Interest at £3 per cent. per annum, payable half-yearly 1st February and 1st August, at the Bank of England.

### THIRD ISSUE—£1,500,000 STOCK.

AUTHORIZED BY ACTS 54 & 55 VIC. CH. CLXXII. and 56 VIC. CH. XIX.

### Minimum Price of Issue, £98 per Cent.

First Dividend, being Six Months' Interest, payable 1st February, 1894.

Trustees are authorized by the Trust Investment Act, 1880, to invest in this Stock unless expressly forbidden by the instrument creating the Trust.

THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND give notice that, by arrangement with the Corporation of Manchester, and in pursuance of resolutions of the City Council, they are authorized to receive Tenders for £1,500,000 MANCHESTER CORPORATION 1891 REDEEMABLE STOCK, bearing interest at £3 per centum per annum, payable half-yearly at the Bank of England, or any of the country branches.

The Stock will be redeemable at par, on or after the 1st August, 1941, at the option of the Corporation, upon one year's notice by public advertisement, should the Stock not have been previously cancelled by purchase. It will be in addition to, and will rank *pari passu* with, the Manchester Corporation 1891 Redeemable Stock already existing.

The Acts of Parliament under which the Corporation borrow the money provide for the formation by them of a Sinking Fund for the redemption of the debt.

The Stock is chargeable upon the City Fund and City Rate.

The City Rate is unlimited in amount and is assessed for the current year upon a net annual value of £2,867,006. The actual amount collected for each penny of rate levied is £11,054.

The total Consolidated Rate for the current year for Municipal, Sanitary, School Board and Poor Law purposes, levied by the Overseers in the Township of Manchester, which comprises over half of the City assessment, is 5s. 2d. in the pound.

In the other Townships the rates are in some instances lower, and in others higher, than that amount. The loan debt of the Corporation on the 31st March, 1893, was as follows, viz.:

Profit-Earning Departments—	£	s.	d.
Gas, Waterworks, Markets, Tramways, Cemeteries and Ship Canal	8,696,922	3	11
Non-Profit-Earning Departments—			
Street Improvements, Town Hall, Main Drainage, &c.	3,049,492	10	8
	<b>£11,716,284</b>	<b>14</b>	<b>7</b>

As the interest and sinking funds on the debt of the profit-earning departments are more than covered by their revenues, the only annual charge falling upon the City Rate on account of the loan debt is in connection with the non-profit-earning departments, the debt in respect of which is rather more than one year's rateable value of the City.

The lands and properties of the Corporation (excluding land laid to streets, bridges or works of paving, flagging and sewerage) are of the value of upwards of £14,983,865 after deducting all liabilities, other than the loan debt, showing a surplus over the total loan liabilities of £2,947,570, or thereabouts.

The Books of the Stock are kept at the Bank of England. Holders of Stock can take out Stock Certificates to Bearer, with coupons attached, transferable by delivery, at the same rate of charge as exists at present in the case of Government Stock.

Dividend Warrants will be transmitted by post if desired, and Transfers and Stock Certificates to bearer are free from Stamp Duty.

Tenders may be for the whole or any part of the Stock, and must state what amount of money will be given for every £100 of Stock. Tenders for other than even hundreds of Stock, or at a price including fractions of a shilling other than sixpence, will not be preferentially accepted. Tenders must be delivered at the Chief Cashier's Office, Bank of England, before two o'clock, on Tuesday, 27th June, 1893. Tenders at different prices must be on separate forms. The amount of Stock applied for must be written on the outside of the tender.

The minimum price, below which no tender will be accepted, has been fixed at £98 for every £100 of Stock.

A deposit of £5 per cent. on the amount of Stock tendered for must be paid at the same Office at the time of the delivery of the tender, and the deposit must not be enclosed in the tender. Where no allotment is made the deposit will be returned, and in case of partial allotment the balance of the deposit will be applied towards the first instalment.

In the event of the receipt of tenders for a larger amount of Stock than that proposed to be issued at or above the minimum price the tenders at the lowest price accepted will be subject to a *pro rata* diminution.

The dates at which the further payments on account of the Loan will be required are as follows:—

On Wednesday, 6th July, 1893, so much as, when added to the deposit, will leave Seventy-five Pounds (Sterling) to be paid for each hundred pounds of Stock;

On Wednesday, 16th August, 1893, £20 per cent.;

On Wednesday, 27th September, 1893, £25 per cent.;

On Wednesday, 8th November, 1893, £25 per cent. The instalments may be paid in full on or after the 5th July, 1893, under discount at the rate of £3 per cent. per annum. In case of default in the payment of any instalment at its proper date, the deposit and instalments previously paid will be liable to forfeiture.

The first half-year's interest, calculated on the total amount of the Stock, will be payable on the 1st February, 1894.

Script Certificates to bearer will be issued in exchange for the provisional receipts.

The Stock will be inscribed in the Bank Books on or after the 8th of November, 1893, but Script paid up in full, in anticipation, may be inscribed forthwith.

No tender will be received unless upon the printed form, which can be obtained at the Chief Cashier's Office, Bank of England; of Messrs. Mullens, Marshall, & Co., Stock Brokers, 4, Lombard-street, London, E.C.; or of the City Treasurer, Town Hall, Manchester.

BANK OF ENGLAND, LONDON, 21st June, 1893.

## GUARDIAN FIRE AND LIFE ASSURANCE COMPANY, LIMITED.

Head Office—11, Lombard-street, London, E.C.  
 Law Courts Branch—21, Fleet-street, E.C.  
 Established 1821. Subscribed Capital, Two Millions.

CHAIRMAN—GEORGE LARK, Esq.  
 DEPUTY-CHAIRMAN—J. J. HAMILTON, Esq.

Fire Policies which expire at MIDSUMMER should be renewed at the Office of the Company, or with the Agents, on or before the 8th day of JULY. Applications for Agencies invited.

Manager of Fire Department—A. J. BELTON.

## REVERSIONS. LAW REVERSIONARY INTEREST SOCIETY (Limited).

24, LINCOLN'S INN FIELDS, W.C.

CHAIRMAN—EDWARD JAMES BEVIE, Esq., Q.C.

DEPUTY-CHAIRMAN—JOHN CLERKE, Esq., Q.C.

REVERSIONS and Life Interests Purchased. Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

LOANS may also be obtained on the security of Reversions.

Prospectuses and Forms of Proposal, and all further information, may be had at the office.

C. B. CLABON, Secretary.

## SUN INSURANCE OFFICE.

Founded 1710.  
 LAW COURTS BRANCH,  
 40, CHANCERY LANE, W.C.

A. W. COUSINS,  
 District Manager.

SUN INSURED in 1892. £391,800,000.

## THE EQUITABLE FIRE AND ACCIDENT OFFICE, LIMITED.

MANCHESTER, LONDON, GLASGOW.

CAPITAL ... .. £405,545.  
 ANNUAL INCOME (1891) OVER ... .. £140,000.  
 SECURITY TO ISSUED, OVER ... .. £460,000.

AGENCY.—Gentlemen who can introduce SOUND BUSINESS invited to apply for Agency.

SPECIAL FEATURE in Accident Department.—ONE PREMIUM returned EVERY FIFTH YEAR to those who have made no claim.

D. R. PATERSON, Manager and Secretary.

## THE REVERSIONARY INTEREST SOCIETY LIMITED

(ESTABLISHED 1828).

Purchase Reversionary Interests in Real and Personal Property, and Life Interests, and Life Policies, and Advance Money upon these Securities.—17, King's Arms-yard, Coleman-street, E.C.

## LAND REGISTRY.

ON and After Monday, June 5, the Land Registry Office will be at 84, Lincoln's-inn-fields, W.C.  
 GEO. ABBOTT, Chief Clerk.

## ROBE AND SON, ROBE MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.  
 Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1860.

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